

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 28-CA-228052 et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

SEE ATTACHED

Station Holdco, LLC
1505 S. Pavilion Center Drive
Las Vegas, NV 89135
Email: phil.fortino@stationcasinos.com

David B. Dornak, Attorney at Law
Fisher & Phillips LLP
300 South Fourth Street, Suite 1500
Las Vegas, NV 89101
Email: ddornak@fisherphillips.com

Station Casinos LLC
1505 S. Pavilion Center Drive
Las Vegas, NV 89135
Email: phil.fortino@stationcasinos.com

Reyburn W. Lominack III, Attorney
Fisher & Phillips, LLP
1320 Main Street, Suite 750
Columbia, SC 29201-3284
Email: rlominack@fisherphillips.com

Station GVR Acquisition, LLC d/b/a Green
Valley Ranch Resorts Spa Casino
2300 Paseo Verde Parkway
Henderson, NV 89052-2672
Email: carol.thompson@stationcasinos.com

Brian D. Balonick , Attorney at Law
Fisher & Phillips, LLP
Six PPG Place, Suite 830
Pittsburgh, PA 15222
Email: bbalonick@fisherphillips.com

NP Sunset LLC d/b/a Sunset Station Hotel &
Casino
1301 West Sunset Road
Henderson, NV 89014
Email: valerie.murzl@stationcasinos.com

Letitia F. Silas, Attorney at Law
Fisher & Phillips, LLP
7501 Wisconsin Avenue, Suite 1220W
Bethesda, MD 20814
Email: lsilas@fisherphillips.com

NP Texas LLC d/b/a Texas Station Gambling
Hall & Hotel
2101 Texas Star Lane
North Las Vegas, NV 89032-3565
Email:
elizabethmaria.trejo@stationcasinos.com

NP Lake Mead LLC d/b/a Fiesta Henderson
Casino Hotel
777 West Lake Mead Parkway
Henderson, NV 89015
Email: cheryl.vetter@stationcasinos.com

NP Boulder, LLC d/b/a Boulder Station Hotel
& Casino
4111 Boulder Highway
Las Vegas, NV 89121
Email: paul.pippin@stationcasinos.com

FP Holdings, L.P. d/b/a Palms Casino Resort
4321 W. Flamingo Road
Las Vegas, NV 89103
Email: jon.gray@palms.com

NP Fiesta LLC d/b/a Fiesta Rancho Hotel &
Casino
2400 N. Rancho Drive
Las Vegas, NV 89130-3316
Email: chris.gellner@stationcasinos.com

NP Palace LLC d/b/a Palace Station Hotel &
Casino
2411 West Sahara Avenue
Las Vegas, NV 89102
Email: david.horn@stationcasinos.com

Red Rock Resorts, Inc.
2411 West Sahara Avenue
Las Vegas, NV 89102
Email: valerie.murzl@stationcasinos.com

NP Santa Fe LLC d/b/a Santa Fe Station
Hotel & Casino
4949 North Rancho Drive
Las Vegas, NV 89130
Email: valerie.murzl@stationcasinos.com

Red Rock Resorts d/b/a Red Rock Casino
Resort & Spa
11011 West Charleston Boulevard
Las Vegas, NV 89135
Email: mari.jackson@stationcasinos.com

(b) (6), (b) (7)(C)
c/o National Right to Work Legal Defense
Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
Email: gmt@nrtw.org

Glenn M. Taubman, Attorney at Law
James Devereaux, Attorney at Law
National Right to Work Legal Defense
Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
Email: gmt@nrtw.org
Email: jcd@nrtw.org

Local Joint Executive Board of Las Vegas
a/w UNITE HERE International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700
Email: odiaz@culinaryunion226.org

Richard G. McCracken, Attorney at Law
Eric B Myers, Attorney at Law
A. Mirella Nieto, Attorney at Law
Kimberley C. Weber, Attorney at Law
McCracken, Stemerman & Holsberry, LLP
595 Market Street, Suite 800
San Francisco, CA 94105-2813
Email: rmccracken@msh.law
Email: ebm@msh.law
Email: amnieto@msh.law
Email: kweber@msh.law

International Union of Operating Engineers,
Local 501, AFL-CIO
301 Deauville Street
Las Vegas, NV 89106-3912
Email: jsoto@local501.org

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608
Email: nlrbotices@unioncounsel.net

(b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) an Individual

Party in Interest

**Cases 28-CA-228052
28-CA-228944
28-CA-247602
28-CA-248464
28-CA-249203
28-CA-249576
28-CA-251083
28-CA-251254
28-CA-251803
28-CA-252404
28-CA-252964
28-CA-256630
28-CA-257778
28-CA-260167
28-CA-260169
28-CA-260187
28-CA-260199
28-CA-260207
28-CA-260209
28-CA-260216
28-CA-261666
28-CA-262465
28-CA-262973
28-CA-262977**

28-CA-262980
28-CA-262982
28-CA-262987
28-CA-263582
28-CA-264135
28-CA-264297
28-CA-264465
28-CA-264469
28-CA-264476
28-CA-264612
28-CA-264619
28-CA-264626
28-CA-264631
28-CA-264638
28-CA-266556
28-CA-266987
28-CA-267067
28-CA-268930
28-CA-268957
28-CA-268958
28-CA-268960
28-CA-269516
28-CA-269517
28-CA-269519
28-CA-269520
28-CA-269959
28-CA-269962
28-CA-269965
28-CA-271251
28-CA-271608
28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245647

(b) (6), (b) (7)(C) AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C) AN INDIVIDUAL

**ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Cases 28-CA-228052, 28-CA-228944, 28-CA-247602, 28-CA-260216, 28-CA-262465, 28-CA-264612, and 28-CA-268958, which are based on charges filed by Local Joint Executive Board of Las Vegas, a/w UNITE HERE International Union (LJEB) against Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino (Respondent Green Valley Ranch), Cases 28-CA-248464, 28-CA-251083, 28-CA-251803, 28-CA-260187, 28-CA-264638, and 28-CA-269517, which are based on charges filed by LJEB against NP Lake Mead LLC d/b/a Fiesta Henderson Casino Hotel (Respondent Fiesta Henderson), Cases 28-CA-249203, 28-CA-256630, 28-CA-257778, 28-CA-260209, 28-CA-262973, 28-CA-264297, 28-CA-264619, 28-CA-

268930, and 28-CA-271251 which are based on charges filed by LJEB against NP Boulder LLC d/b/a Boulder Station Hotel & Casino (Respondent Boulder Station), Cases 28-CA-251254, 28-CA-260169, 28-CA-263582, 28-CA-264469, 28-CA-269519, and 28-CA-269962, which are based on charges filed by LJEB against FP Holdings, L.P. d/b/a Palms Casino Resort (Respondent Palms), Cases 28-CA-252404, 28-CA-260207, 28-CA-261666, 28-CA-264631, and 28-CA-269516, which are based on charges filed by LJEB against NP Fiesta LLC d/b/a Fiesta Rancho Hotel & Casino (Respondent Fiesta Rancho), Cases 28-CA-252964 and 28-CA-262982, which are based on charges filed by LJEB against NP Texas LLC d/b/a Texas Station Gambling Hall and Hotel (Respondent Texas Station), Cases 28-CA-260167, 28-CA-264476, and 28-CA-268957, which are based on charges filed by LJEB against Respondent Sunset Station, Cases 28-CA-260199, 28-CA-264135, 28-CA-264626, 28-CA-266556, 28-CA-266987, and 29-CA-268960, which are based on charges filed by LJEB against NP Palace LLC d/b/a Palace Station Hotel & Casino (Respondent Palace Station), Cases 28-CA-262977 and 28-CA-267067, which are based on charges filed by LJEB against NP Red Rock, LLC d/b/a Red Rock Casino Resort & Spa (Respondent Red Rock), Cases 28-CA-262987 and 28-CA-269959, which are based on charges filed by LJEB against NP Santa Fe, LLC d/b/a Santa Fe Station Hotel & Casino (Respondent Santa Fe), Case 28-CA-269962, which is based on a charge filed by LJEB against Station Casinos, LLC (Respondent Station Casinos) as a single employer with Respondent Palms, Case 28-CA-269965, which is based on a charge filed by LJEB against Respondent Station Casinos as a single employer with Respondent Texas Station, Cases 28-CA-262980 and 28-CA-269520, which are based on charges filed by LJEB against Respondent Station Casinos as a single employer with Respondent Sunset Station, Respondent Palms, Respondent Fiesta Henderson, Respondent Fiesta Rancho, Respondent Boulder Station, and Respondent Green

Valley Ranch, Case 28-CA-264465, which is based on a charge filed by LJEB against Respondent Station Casinos as a single employer with Respondent Sunset Station, Respondent Palms, Respondent Fiesta Henderson, Respondent Palace Station, Respondent Fiesta Rancho, Respondent Boulder Station, Respondent Green Valley Ranch, and Respondent Red Rock, Case 28-CA-245647, which is based on a charge filed by (b) (6), (b) (7)(C) an Individual (b) (6), (b) (7)(C) against Respondent Texas Station, Cases 28-CA-239331 and 28-CA-247230, which are based on charges filed by International Union of Operating Engineers, Local 501 (IUOE, Local 501) against Respondent Sunset Station, Case 28-CA-260724, which is based on a charge filed by IUOE, Local 501 against Respondent Station Casinos and Respondent Palms, Case 28-CA-271608, which is based on a charge filed by LJEB against Respondent Red Rock Resorts, Inc. (Respondent RRR), Respondent Station Casinos, Respondent Palace Station and Respondent Red Rock, Case 28-CA-273812, which is based on a charge filed by LJEB against Respondent RRR, Respondent Station Casinos and Respondent Palace Station, and Case 28-CA-273936, which is based on a charge filed by (b) (6), (b) (7)(C) an Individual (b) (6), (b) (7)(C) against Respondent RRR, Respondent Station Casinos, and Respondent Palace Station, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations and alleges that Respondent RRR, Station Holdco LLC (Respondent Station Holdco), Respondent Station Casinos, Respondent Palms, Respondent Boulder, Respondent Fiesta Rancho, Respondent Fiesta Henderson, Respondent Palace, Respondent Red Rock,

Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch (collectively, Respondent) has violated the Act as described below.¹

1. The charges in the above cases were filed by the Charging Parties as set forth in the following table, and served upon the respective Respondents on the dates indicated by U.S. mail:

| ¶ | Case No. | Version | Charging Party | Respondent | Date Filed | Date Served |
|-----|--------------|-------------------------|---------------------|-------------------------------|------------|-------------|
| (a) | 28-CA-228052 | Original | LJEB | Respondent Green Valley Ranch | 9/24/18 | 9/26/18 |
| (b) | 28-CA-228944 | Original | LJEB | Respondent Green Valley Ranch | 10/5/18 | 10/11/18 |
| (c) | 28-CA-239331 | Original | IUOE, Local 501 | Respondent Sunset Station | 4/9/19 | 4/10/19 |
| (d) | 28-CA-239331 | Amended | IUOE, Local 501 | Respondent Sunset Station | 8/12/19 | 8/13/19 |
| (e) | 28-CA-239331 | 2 nd Amended | IUOE, Local 501 | Respondent Sunset Station | 1/13/20 | 1/14/20 |
| (f) | 28-CA-245647 | Original | (b) (6), (b) (7)(C) | Respondent Texas Station | 7/29/19 | 7/30/19 |
| (g) | 28-CA-247230 | Original | IUOE, Local 501 | Respondent Sunset Station | 8/27/19 | 8/27/19 |
| (h) | 28-CA-247602 | Original | LJEB | Respondent Green Valley Ranch | 9/3/19 | 9/4/19 |
| (i) | 28-CA-247602 | Amended | LJEB | Respondent Green Valley Ranch | 9/16/19 | 9/17/19 |
| (j) | 28-CA-247602 | 2 nd Amended | LJEB | Respondent Green Valley Ranch | 10/11/19 | 10/11/19 |
| (k) | 28-CA-248464 | Original | LJEB | Respondent Fiesta Henderson | 9/18/19 | 9/18/19 |
| (l) | 28-CA-249203 | Original | LJEB | Respondent Boulder Station | 9/30/19 | 10/2/19 |
| (m) | 28-CA-249203 | Amended | LJEB | Respondent Boulder Station | 2/3/20 | 3/6/20 |
| (n) | 28-CA-249576 | Original | LJEB | Respondent Sunset Station | 10/7/19 | 10/8/19 |
| (o) | 28-CA-251083 | Original | LJEB | Respondent Fiesta Henderson | 1/1/19 | 11/4/19 |

¹ The Region requested that Respondent cooperate in the administrative investigation of the unfair labor practice charge conducted prior to issuance of the instant complaint. Respondent failed to fully cooperate in the investigation by refusing to furnish certain documents and witnesses relevant to the disposition of the charges.

| ¶ | Case No. | Version | Charging Party | Respondent | Date Filed | Date Served |
|------|--------------|-------------------------|----------------|-----------------------------|------------|-------------|
| (p) | 28-CA-251254 | Original | LJEB | Respondent Palms | 11/5/19 | 11/6/19 |
| (q) | 28-CA-251254 | Amended | LJEB | Respondent Palms | 12/17/19 | 12/18/19 |
| (r) | 28-CA-251803 | Original | LJEB | Respondent Fiesta Henderson | 11/14/19 | 11/15/19 |
| (s) | 28-CA-251803 | Amended | LJEB | Respondent Fiesta Henderson | 4/13/20 | 4/14/20 |
| (t) | 28-CA-252404 | Original | LJEB | Respondent Fiesta Rancho | 11/25/19 | 11/25/19 |
| (u) | 28-CA-252964 | Original | LJEB | Respondent Texas Station | 12/6/19 | 12/6/19 |
| (v) | 28-CA-256630 | Original | LJEB | Respondent Boulder Station | 2/10/20 | 2/11/20 |
| (w) | 28-CA-257778 | Original | LJEB | Respondent Boulder Station | 3/9/20 | 3/10/20 |
| (x) | 28-CA-257778 | Amended | LJEB | Respondent Boulder Station | 10/9/20 | 10/13/20 |
| (y) | 28-CA-260167 | Original | LJEB | Respondent Sunset Station | 5/7/20 | 5/11/20 |
| (z) | 28-CA-260167 | Amended | LJEB | Respondent Sunset Station | 7/13/20 | 7/14/20 |
| (aa) | 28-CA-260167 | 2 nd Amended | LJEB | Respondent Sunset Station | 9/3/20 | 9/4/20 |
| (bb) | 28-CA-260169 | Original | LJEB | Respondent Palms | 5/7/20 | 5/11/20 |
| (cc) | 28-CA-260169 | Amended | LJEB | Respondent Palms | 7/13/20 | 7/14/20 |
| (dd) | 28-CA-260169 | 2 nd Amended | LJEB | Respondent Palms | 9/3/20 | 9/4/20 |
| (ee) | 28-CA-260187 | Original | LJEB | Respondent Fiesta Henderson | 5/7/20 | 5/11/20 |
| (ff) | 28-CA-260187 | Amended | LJEB | Respondent Fiesta Henderson | 7/13/20 | 7/14/20 |
| (gg) | 28-CA-260187 | 2 nd Amended | LJEB | Respondent Fiesta Henderson | 9/3/20 | 9/4/20 |
| (hh) | 28-CA-260199 | Original | LJEB | Respondent Palace Station | 5/7/20 | 5/11/20 |
| (ii) | 28-CA-260199 | Amended | LJEB | Respondent Palace Station | 7/13/20 | 7/14/20 |
| (jj) | 28-CA-260199 | 2 nd Amended | LJEB | Respondent Palace Station | 9/3/20 | 9/4/20 |
| (kk) | 28-CA-260207 | Original | LJEB | Respondent Fiesta Rancho | 5/7/20 | 5/11/20 |

| ¶ | Case No. | Version | Charging Party | Respondent | Date Filed | Date Served |
|----------|-----------------|-------------------------|-----------------------|--|-------------------|--------------------|
| (ll) | 28-CA-260207 | Amended | LJEB | Respondent Fiesta Rancho | 7/13/20 | 7/14/20 |
| (mm) | 28-CA-260207 | 2 nd Amended | LJEB | Respondent Fiesta Rancho | 9/3/20 | 9/4/20 |
| (nn) | 28-CA-260209 | Original | LJEB | Respondent Boulder Station | 5/7/20 | 5/11/20 |
| (oo) | 28-CA-260209 | Amended | LJEB | Respondent Boulder Station | 7/13/20 | 7/14/20 |
| (pp) | 28-CA-260209 | 2 nd Amended | LJEB | Respondent Boulder Station | 9/3/20 | 9/4/20 |
| (qq) | 28-CA-260216 | Original | LJEB | Respondent Green Valley Ranch | 5/7/20 | 5/11/20 |
| (rr) | 28-CA-260216 | Amended | LJEB | Respondent Green Valley Ranch | 7/13/20 | 7/14/20 |
| (ss) | 28-CA-260216 | 2 nd Amended | LJEB | Respondent Green Valley Ranch | 9/3/20 | 9/4/20 |
| (tt) | 28-CA-260724 | Original | IUOE, Local 501 | Respondent Palms | 5/20/20 | 5/22/20 |
| (uu) | 28-CA-261666 | Original | LJEB | Respondent Fiesta Rancho | 6/10/20 | 6/15/20 |
| (vv) | 28-CA-262465 | Original | LJEB | Respondent Green Valley Ranch | 6/30/20 | 7/1/20 |
| (ww) | 28-CA-262973 | Original | LJEB | Respondent Boulder Station | 7/13/20 | 7/14/20 |
| (xx) | 28-CA-262973 | Amended | LJEB | Respondent Boulder Station | 9/24/20 | 9/28/20 |
| (yy) | 28-CA-262977 | Original | LJEB | Respondent Red Rock | 7/13/20 | 7/14/20 |
| (zz) | 28-CA-262980 | Original | LJEB | Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, and Green Valley Ranch | 7/13/20 | 7/14/20 |

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|-------|--------------|----------|------|---|---------|---------|
| (aaa) | 28-CA-262980 | Amended | LJEB | Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, and Green Valley Ranch | 7/24/20 | 7/27/20 |
| (bbb) | 28-CA-262982 | Original | LJEB | Respondent Texas Station | 7/13/20 | 7/14/20 |
| (ccc) | 28-CA-262987 | Original | LJEB | Respondent Santa Fe Station | 7/13/20 | 7/14/20 |
| (ddd) | 28-CA-263582 | Original | LJEB | Respondent Palms | 7/24/20 | 7/27/20 |
| (eee) | 28-CA-264135 | Original | LJEB | Respondent Palace Station | 8/4/20 | 8/5/20 |
| (fff) | 28-CA-264297 | Original | LJEB | Respondent Boulder Station | 8/6/20 | 8/7/20 |
| (ggg) | 28-CA-264465 | Original | LJEB | Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, Green Valley Ranch and Red Rock | 8/11/20 | 8/12/20 |
| (hhh) | 28-CA-264469 | Original | LJEB | Respondent Palms | 8/11/20 | 8/12/20 |
| (iii) | 28-CA-264476 | Original | LJEB | Respondent Sunset Station | 8/11/20 | 8/12/20 |
| (jjj) | 28-CA-264612 | Original | LJEB | Respondent Green Valley Ranch | 8/11/20 | 8/14/20 |
| (kkk) | 28-CA-264619 | Original | LJEB | Respondent Boulder Station | 8/11/20 | 8/14/20 |
| (lll) | 28-CA-264626 | Original | LJEB | Respondent Palace Station | 8/11/20 | 8/14/20 |
| (mmm) | 28-CA-264631 | Original | LJEB | Respondent Fiesta Rancho | 8/11/20 | 8/14/20 |
| (nnn) | 28-CA-264638 | Original | LJEB | Respondent Fiesta Henderson | 8/11/20 | 8/14/20 |

| | | | | | | |
|--------|--------------|----------|------|---|----------|----------|
| (ooo) | 28-CA-266556 | Original | LJEB | Respondent Palace Station | 9/22/20 | 9/24/20 |
| (ppp) | 28-CA-266556 | Amended | LJEB | Respondent Palace Station | 1/20/21 | 1/21/21 |
| (qqq) | 28-CA-266987 | Original | LJEB | Respondent Palace Station | 9/30/20 | 10/2/20 |
| (rrr) | 28-CA-267067 | Original | LJEB | Respondent Red Rock | 10/2/20 | 10/5/20 |
| (sss) | 28-CA-268930 | Original | LJEB | Respondent Boulder Station | 11/10/20 | 11/13/20 |
| (ttt) | 28-CA-268957 | Original | LJEB | Respondent Sunset Station | 11/10/20 | 11/13/20 |
| (uuu) | 28-CA-268958 | Original | LJEB | Respondent Green Valley Ranch | 11/10/20 | 11/13/20 |
| (vvv) | 28-CA-268960 | Original | LJEB | Respondent Palace Station | 11/10/20 | 11/13/20 |
| (www) | 28-CA-269516 | Original | LJEB | Respondent Fiesta Rancho | 11/25/20 | 11/30/20 |
| (xxx) | 28-CA-269517 | Original | LJEB | Respondent Fiesta Henderson | 11/25/20 | 11/30/20 |
| (yyy) | 28-CA-269519 | Original | LJEB | Respondent Palms | 11/25/20 | 11/30/20 |
| (zzz) | 28-CA-269519 | Amended | LJEB | Respondent Palms | 12/23/20 | 12/30/20 |
| (aaaa) | 28-CA-269520 | Original | LJEB | Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, Green Valley Ranch and Red Rock | 11/25/20 | 11/30/20 |
| (bbbb) | 28-CA-269520 | Amended | LJEB | Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, Green Valley Ranch and Red Rock | 12/23/20 | 12/30/20 |
| (cccc) | 28-CA-269959 | Original | LJEB | Respondent Santa Fe | 12/7/20 | 12/9/20 |

| | | | | | | |
|--------|--------------|----------------------------|---------------------|---|---------|---------|
| (dddd) | 28-CA-269962 | Original | LJEB | Respondents Station Casinos and Palms | 12/8/20 | 12/9/20 |
| (eeee) | 28-CA-269965 | Original | LJEB | Respondents Station Casinos and Texas Station | 12/8/20 | 12/9/20 |
| (ffff) | 28-CA-271251 | Original | LJEB | Respondent Boulder Station | 1/11/21 | 1/12/21 |
| (gggg) | 28-CA-271251 | Amended | LJEB | Respondent Boulder Station | 4/7/21 | 4/8/21 |
| (hhhh) | 28-CA-271608 | Original | LJEB | Respondents RRR, Station Casinos, Palace Station and Red Rock | 1/20/21 | 1/21/21 |
| (iiii) | 28-CA-271608 | Amended | LJEB | Respondents RRR, Station Casinos, Palace Station and Red Rock | 2/3/21 | 2/3/21 |
| (jjjj) | 28-CA-271608 | 2 nd Amended | LJEB | Respondents RRR, Station Casinos, Palace Station and Red Rock | 3/18/21 | 3/19/21 |
| (kkkk) | 28-CA-271608 | 3 rd Amended | LJEB | Respondents RRR, Station Casinos, Palace Station and Red Rock | 3/22/21 | 3/23/21 |
| (llll) | 28-CA-273812 | Original | LJEB | Respondents RRR, Station Casinos, and Palace Station | 3/8/21 | 3/9/21 |
| (mmmm) | 28-CA-273812 | Amended | LJEB | Respondents RRR, Station Casinos, and Palace Station | 3/18/21 | 3/22/21 |
| (nnnn) | 28-CA-273936 | Original | (b) (6), (b) (7)(C) | Respondents RRR, Station Casinos, and Palace Station | 3/9/21 | 3/11/21 |
| (oooo) | 28-CA-273936 | Amended | (b) (6), (b) (7)(C) | Respondents RRR, Station Casinos, and Palace Station | 3/11/21 | 3/12/21 |

| | | | | | | |
|--------|--------------|----------------------------|------------------|---|---------|---------|
| (pppp) | 28-CA-273936 | 2 nd Amended | (b) (6), (b) (7) | Respondents RRR, Station Casinos, and Palace Station | 3/17/21 | 3/19/21 |
|--------|--------------|----------------------------|------------------|---|---------|---------|

2. (a) At all material times, Respondent RRR has been a corporation with an office and principal place of business in Las Vegas, Nevada (Respondent RRR's Headquarters), and has been engaged in managing Respondent Station Casinos, which has been engaged in operating hotels and casinos providing food, lodging, and entertainment, including the hotels and casinos operated by the following entities:

- (1) Respondent Palms;
- (2) Respondent Boulder Station;
- (3) Respondent Fiesta Rancho;
- (4) Respondent Fiesta Henderson;
- (5) Respondent Palace Station;
- (6) Respondent Red Rock;
- (7) Respondent Santa Fe Station;
- (8) Respondent Sunset Station;
- (9) Respondent Texas Station; and
- (10) Respondent Green Valley Ranch.

(b) During the 12-month period ending September 24, 2018, Respondent RRR, in conducting its operations described above in paragraph 2(a), purchased and received at Respondent RRR's Headquarters goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) In conducting its operations during the 12-month period ending September 24, 2018, Respondent RRR derived gross revenues in excess of \$500,000.

(d) At all material times, Respondent RRR has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(e) At all material times, Respondent Station Holdco has been a limited liability company with an office and place of business in Las Vegas, Nevada at Respondent RRR's Headquarters, and has been engaged in operating hotels and casinos providing food, lodging, and entertainment, including the hotels and casinos operated by Respondent Palms, Respondent Boulder Station, Respondent Fiesta Rancho, Respondent Fiesta Henderson, Respondent Palace Station, Respondent Red Rock, Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch.

(f) During the 12-month period ending September 24, 2018, Respondent Station Holdco, in conducting its operations described above in paragraph 2(e), purchased and received at Respondent RRR's Headquarters goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(g) In conducting its operations during the 12-month period ending September 24, 2018, Respondent Station Holdco derived gross revenues in excess of \$500,000.

(h) At all material times, Respondent Station Holdco has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(i) At all material times, Respondent Station Casinos has been a limited liability company with an office and place of business in Las Vegas, Nevada at Respondent RRR's Headquarters, and has been engaged in operating hotels and casinos providing food, lodging, and entertainment, including the hotels and casinos operated by Respondent Palms, Respondent Boulder Station, Respondent Fiesta Rancho, Respondent Fiesta

Henderson, Respondent Palace Station, Respondent Red Rock, Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch.

(j) During the 12-month period ending September 24, 2018, Respondent Station Casinos, in conducting its operations described above in paragraph 2(i), purchased and received at Respondent RRR's Headquarters goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(k) In conducting its operations during the 12-month period ending September 24, 2018, Respondent Station Casinos derived gross revenues in excess of \$500,000.

(l) At all material times, Respondent Station Casinos has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(m) At all material times, Respondent Green Valley Ranch has been a limited liability company with an office and place of business in Henderson, Nevada (Respondent's Green Valley Ranch facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(n) During the 12-month period ending September 24, 2018, Respondent Green Valley Ranch, in conducting its operations described above in paragraph 2(m), purchased and received at Respondent's Green Valley Ranch facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(o) In conducting its operations during the 12-month period ending September 24, 2018, Respondent Green Valley Ranch derived gross revenues in excess of \$500,000.

(p) At all material times, Respondent Green Valley Ranch has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(q) At all material times, Respondent Sunset Station has been a limited liability company with an office and place of business in Henderson, Nevada (Respondent's Sunset Station facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(r) During the 12-month period ending April 9, 2019, Respondent Sunset Station, in conducting its operations described above in paragraph 2(q), purchased and received at Respondent's Sunset Station facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(s) In conducting its operations during the 12-month period ending April 9, 2019, Respondent Sunset Station derived gross revenues in excess of \$500,000.

(t) At all material times, Respondent Sunset Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(u) At all material times, Respondent Fiesta Henderson has been a limited liability company with an office and place of business in Henderson, Nevada (Respondent's Fiesta Henderson facility), and has been engaged in operating a hotel and casino providing food, lodging, and entertainment.

(v) During the 12-month period ending September 18, 2019, Respondent Fiesta Henderson, in conducting its operations described above in paragraph 2(u), purchased and received at Respondent's Fiesta Henderson facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(w) In conducting its operations during the 12-month period ending September 18, 2019, Respondent Fiesta Henderson derived gross revenues in excess of \$500,000.

(x) At all material times, Respondent Fiesta Henderson has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(y) At all material times, Respondent Boulder Station has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's Boulder Station facility), and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(z) During the 12-month period ending September 30, 2019, Respondent Boulder Station, in conducting its operations described above in paragraph 2(y), purchased and received at Respondent's Boulder Station facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(aa) In conducting its operations during the 12-month period ending September 30, 2019, Respondent Boulder Station derived gross revenues in excess of \$500,000.

(bb) At all material times, Respondent Boulder Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(cc) At all material times, Respondent Palms has been a limited partnership with an office and place of business in Las Vegas, Nevada (Respondent's Palms facility), and has been engaged in operating a hotel and casino providing food, lodging, and entertainment.

(dd) During the 12-month period ending November 5, 2019, Respondent Palms, in conducting its operations described above in paragraph 2(cc), purchased and received at Respondent's Palms facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(ee) In conducting its operations during the 12-month period ending November 5, 2019, Respondent Palms derived gross revenues in excess of \$500,000.

(ff) At all material times, Respondent Palms has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(gg) At all material times, Respondent Palms has been a limited partnership doing business as Palms Casino Resort and Palms Place, and Fiesta Parentco, L.L.C. has been the general partner.

(hh) At all material times, Respondent Fiesta Rancho has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's Fiesta Rancho facility), and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(ii) During the 12-month period ending November 25, 2019, Respondent Fiesta Rancho, in conducting its operations described above in paragraph 2(hh), purchased and received at Respondent's Fiesta Rancho facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(jj) In conducting its operations during the 12-month period ending May 7, 2020, Respondent Fiesta Rancho derived gross revenues in excess of \$500,000.

(kk) At all material times, Respondent Fiesta Rancho has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(ll) At all material times, Respondent Palace Station has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's Palace Station facility), and has been engaged in operating a hotel and casino providing food, lodging, and entertainment.

(mm) During the 12-month period ending May 7, 2020, Palace Station, in conducting its operations described above in paragraph 2(ll), purchased and received at Respondent's Palace Station facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(nn) In conducting its operations during the 12-month period ending May 7, 2020, Respondent Palace Station derived gross revenues in excess of \$500,000.

(oo) At all material times, Respondent Palace Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(pp) At all material times, Respondent Red Rock has been a limited liability company with an office and place of business in Las Vegas, Nevada, Respondent's Red Rock facility and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(qq) During the 12-month period ending July 13, 2020, Respondent Red Rock, in conducting its operations described above in paragraph 2(pp), purchased and received at Respondent's Red Rock facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(rr) In conducting its operations during the 12-month period ending July 13, 2020, Respondent Red Rock derived gross revenues in excess of \$500,000.

(ss) At all material times, Respondent Red Rock has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(tt) At all material times, Respondent Santa Fe Station has been a limited liability company with an office and place of business in Las Vegas, Nevada,

(Respondent's Santa Fe Station facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(uu) During the 12-month period ending July 13, 2020, Respondent Santa Fe Station, in conducting its operations described above in paragraph 2(tt), purchased and received at Respondent's Santa Fe facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(vv) In conducting its operations during the 12-month period ending July 13, 2020, Respondent Santa Fe Station derived gross revenues in excess of \$500,000.

(ww) At all material times, Respondent Santa Fe Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(xx) At all material times, Respondent Texas Station has been a limited liability company with an office and place of business in North Las Vegas, Nevada, (Respondent's Texas Station facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(yy) During the 12-month period ending July 29, 2019, Respondent Texas Station, in conducting its operations described above in paragraph 2(xx), purchased and received at Respondent Texas Station's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(zz) In conducting its operations during the 12-month period ending July 29, 2019, Respondent Texas Station derived gross revenues in excess of \$500,000.

(aaa) At all material times, Respondent Texas Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(bbb) At all material times, Respondent RRR, Respondent Station Holdco, Respondent Station Casinos, Respondent Palms, Respondent Boulder Station, Respondent Fiesta Rancho, Respondent Fiesta Henderson, Respondent Palace Station, Respondent Red Rock, Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch (collectively, Respondent) have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have administered a common labor policy; have shared common premises and facilities; have interchanged personnel with each other; have interrelated operations with common gaming, lodging and entertainment services; and have held themselves out to the public as a single-integrated business enterprise.

(ccc) Based on its operations described above in paragraphs 2(bbb), Respondent constitutes a single-integrated business enterprise and a single employer within the meaning of the Act.

(ddd) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. (a) At all material times, LJEB has been a labor organization within the meaning of Section 2(5) of the Act.

(b) At all material times, IUOE, Local 501 has been a labor organization within the meaning of Section 2(5) of the Act.

(c) At all material times, District Council 16, International Union of Painters and Allied Trades (Painters, District Council 16) has been a labor organization within the meaning of Section 2(5) of the Act.

4. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Respondent Station Casinos

| | | |
|---------------------|-----|---|
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Station Casinos |

(b) (6), (b) (7)(C) (Last Name Unknown)

--- (b) (6), (b) (7)(C), Respondent Station Casinos

Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

--- (b) (6), (b) (7)(C), Respondent Fiesta Henderson

--- (b) (6), (b) (7)(C), Respondent
Fiesta Henderson

--- (b) (6), (b) (7)(C), Respondent
Fiesta Henderson

Respondent Fiesta Rancho

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C),
Respondent Fiesta Rancho

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta
Rancho (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Fiesta Rancho

(b) (6), (b) (7)(C)

--- Unknown title, Respondent Fiesta Rancho

(b) (6), (b) (7) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Rancho

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Fiesta Rancho

(b) (6), (b) (7) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Fiesta Rancho

Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C),
Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Boulder
Station

(b) (6), (b) (7) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Boulder
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station ((b) (6), (b) (7)(C))

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Boulder Station

Respondent Sunset Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C),
Respondent Sunset Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C),
Respondent Sunset Station ((b) (6), (b) (7)(C))

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

(b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

--- (b) (6), (b) (7)(C), Respondent Sunset
Station

--- (b) (6), (b) (7)(C), Respondent Sunset Station

--- (b) (6), (b) (7)(C), Respondent Sunset Station

--- (b) (6), (b) (7)(C), Respondent Sunset
Station

--- (b) (6), (b) (7)(C), Respondent Sunset Station

--- (b) (6), (b) (7)(C), Respondent Sunset Station

--- (b) (6), (b) (7)(C), Respondent Sunset Station

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

Respondent Red Rock

--- (b) (6), (b) (7)(C), Respondent Red Rock

--- (b) (6), (b) (7)(C), Respondent Red
Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C)
Respondent Red Rock

--- (b) (6), (b) (7)(C) Manager, Respondent
Red Rock

| | | |
|--|-----|--|
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) (last name unknown) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C) Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C) Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock (b) (6), (b) (7)(C) |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Red Rock |

Respondent Green Valley Ranch

| | | |
|---------------------|-----|---|
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
|---------------------|-----|---|

| | | |
|--|-----|---|
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch (b) (6), (b) (7)(C) |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C) Respondent Green Valley Ranch (b) (6), (b) (7)(C) |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) (last name unknown) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) (last name unknown) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Green Valley Ranch |

(b) (6), (b) (7)(C) (LNU

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Green Valley Ranch

--- (b) (6), (b) (7)(C), Respondent
Green Valley Ranch

--- (b) (6), (b) (7)(C), Respondent Green
Valley Ranch

--- (b) (6), (b) (7)(C), Respondent Green
Valley Ranch

--- (b) (6), (b) (7)(C), Respondent Green
Valley Ranch

Respondent Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C),
Respondent Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Palace Station

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent
Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Palace Station

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Palace
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace
Station

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C), Respondent Palace
Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Palace Station

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace Station

--- (b) (6), (b) (7)(C), Respondent Palace Station

--- (b) (6), (b) (7)(C), Respondent Palace Station

--- (b) (6), (b) (7)(C), Respondent Palace Station

--- (b) (6), (b) (7)(C), Respondent Palace Station

Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palms

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Operator

Respondent Santa Fe Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Santa Fe Station

| | | |
|---------------------|-----|---|
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Santa Fe Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Santa Fe Station |
| (b) (6), (b) (7)(C) | --- | Unknown title, Respondent Santa Fe Station (formerly of Respondent Fiesta Rancho) |

Respondent Texas Station

| | | |
|---------------------|-----|---|
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Texas Station |

(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of the Respondent at Respondent's facilities set forth below within the meaning of Section 2(13) of the Act.

| | | |
|---|-----|---|
| Unnamed Agent | --- | Outside Counsel for Respondent Station Casinos |
| Unnamed Agent | --- | Outside Counsel for Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Boulder Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Boulder Station |
| Unnamed Agents | --- | Security Guards, Respondent Boulder Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C), Respondent Palace Station |
| (b) (6), (b) (7)(C) (last name unknown) | --- | Unknown title, Respondent Palace Station |
| (b) (6), (b) (7)(C) (last name unknown) | --- | (b) (6), (b) (7)(C), Respondent Palace Station |

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent Palace Station

5. (a) The following employees of Respondent (the Palms Slot Technician Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Slot Technicians in the Slot Department employed by Respondent Palms in Las Vegas, Nevada; excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

(b) On June 12, 2014, the Board certified IUOE, Local 501 as the exclusive collective-bargaining representative of the Palms Slot Technician Unit.

(c) At all times since June 12, 2014, based on Section 9(a) of the Act, IUOE, Local 501 has been the exclusive collective-bargaining representative of the Palms Slot Technician Unit.

(d) The following employees of Respondent (the Boulder Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Banquet Captains, Banquet Servers, Bar/Beverage Porters, Bell Persons, Bartenders, Beverage Servers, Bus Persons, Concession Workers, Cooks, Cook's Helpers, Counter Attendants, Food Servers, Gourmet Host/Cashiers, Guest Room Attendants, Host/Cashiers, Housepersons, Kitchen Runners, Kitchen Workers, Lead Attendants, Pantry Workers, Porters, Room Runners, Service Bartenders, Sprinters, Stove Persons, Team Member Dining Room Attendants, and Utility Porters employed by Respondent Boulder; excluding all other employees employed by the Employer, including all front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), drivers, engineering and maintenance employees, office clerical employees, confidential employees, guards, managers and supervisors as defined by the Act.

(e) On September 13, 2016, the Board certified LJEB as the exclusive collective-bargaining representative of the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(f) At all times since September 13, 2016, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(g) The following employees of Respondent (the Palace Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and regular part-time banquet captains, banquet servers, bar/beverage porters; bartenders, beverage servers, bus persons, concession workers, cooks, wok's helpers, counter attendants, food servers, gourmet host/cashiers, guest room attendants, host/cashiers, housepersons, kitchen runners, kitchen workers, lead attendants, pantry workers, porters, room runners, service bartenders, sprinters, stove persons, team member dining room attendants, and utility porters employed by Respondent Palace Station in Las Vegas, Nevada; excluding all other employees, including all front-desk employees, bellpersons, valet parkers gaming employees (dealers, slot attendants, cage cashiers), drivers, engineering and maintenance employees, office clerical employees, confidential employees, and all guards, managers and supervisors as defined by the Act.

(h) Since about March 13, 2017, and at all material times, Respondent has recognized LJEB as the exclusive collective-bargaining representative of the Palace Station Food and Beverage and Hotel Operations Employee Unit. This recognition has been embodied in an informal Board settlement agreement dated March 13, 2017.

(i) At all times since March 13, 2017, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Palace Station Food and Beverage and Hotel Operations Employee Unit.

(j) The following employees of Respondent (the Green Valley Ranch Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and regular part-time and regular on-call Banquet Bartenders, Banquet Porters, Banquet Servers, Bar/Beverage Porters, Bartenders, Bell Captains, Bell Persons, Beverage Servers, Bus Persons, Concession Workers, Catering Beverage Porters, Cooks, Cook's Helpers, Counter Attendants, Food Servers, Gourmet Hosts/Cashiers, Host/Cashiers, IM Porters, Kitchen Runners, Kitchen Workers, Lead Banquet Porters, Lead Counter Attendants, Lucky VIP Attendants, Lucky VIP Bartenders, Pantry Workers, Pantry Workers 11, Resort Guest Room Attendants, Resort Housepersons, Resort Steakhouse Cooks, Resort Suite Guest Room Attendants, Room Runners, Service Bartenders, Sprinters, Status Board Operators, Steakhouse Captains, Stove Persons, Sushi Cooks, Team Member Dining Room Attendants, Turndown Guest Room Attendants, Utility Porters, VIP Attendants, VIP Bartenders, VIP Lounge Bartenders, VIP Servers employed by Respondent Green Valley Ranch, excluding all other employees, including all front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, confidential employees, and all guards, managers and supervisors as defined by the Act.

(k) On March 23, 2018, the Board certified LJEB as the exclusive collective-bargaining representative of the Green Valley Ranch Food and Beverage and Hotel Operations Employee Unit.

(l) At all times since March 23, 2018, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Green Valley Ranch Food and Beverage and Hotel Operations Employee Unit.

(m) The following employees of Respondent (the Palms Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Banquet Servers, Bakers, Bar/Beverage Porters, Bartenders, Banquet Bartenders, Banquet Porters, Beverage

Servers, Bus Persons, Cooks, Cooks Helpers, Food Servers, Assistant Food Servers, Guest Room Attendants, Host/Cashiers, House Persons, Kitchen Workers, Lead Porters, Lead Banquet Porters, Mini Bar Attendants, Porters, Room Runners, Service Bartenders, Sprinters, Status Board, Specialty Cooks, Stove Persons, Team Member Dining Room Attendants, Uniform Room Attendants, Utility Porters, VIP Bartenders, and VIP Bar Hosts employed by Respondent Palms at its facility in Las Vegas, Nevada; excluding all other employees employed by Respondent Palms, including Bell Persons, Butlers, Valet Parkers, Housekeeping Supervisors, Gaming Employees (including, but not limited to Dealers, Slot Attendants, Cage, and Cashiers), Drivers, Front Desk Employees, Engineering and Maintenance Employees, Lifeguards, Spa & Salon workers, Office Clerical Employees, Confidential Employees and all Guards, Managers and Supervisors as defined by the Act.

(n) On May 9, 2018, the Board certified LJEB as the exclusive collective-bargaining representative of the Palms Food and Beverage and Hotel Operations Employee Unit.

(o) At all times since May 9, 2018, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Palms Food and Beverage and Hotel Operations Employee Unit.

(p) The following employees of Respondent (the Sunset Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time banquet bartenders, banquet porters, banquet servers, bar/beverage porters, bartenders, bellpersons, beverage servers, buspersons, concession workers, concession workers/cooks, cooks, cooks (tipped), cook helpers, counter attendants, food servers, guest room attendants, hostpersons/cashiers, housepersons, kitchen runners, kitchen workers, lead counter attendants, pantry workers, porters, room runners, sprinters, status board operators, stove persons, team member dining room attendants, utility porters, and VIP bartenders employed by Respondent Sunset Station at its facility in Henderson, Nevada; excluding all other employees, front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering & maintenance employees, VIP attendants-pool grill, office clerical employees, confidential employees, guards, managers and supervisors as defined by the Act.

(q) On June 13, 2019, a representation election was conducted among the employees in the Sunset Station Food and Beverage and Hotel Operations Employee Unit, and on November 5, 2019, the Board certified LJEB as the exclusive collective-bargaining representative of the Sunset Station Food and Beverage and Hotel Operations Employee Unit.

(r) At all times since June 13, 2019, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Sunset Station Food and Beverage and Hotel Operations Employee Unit.

(s) The following employees of Respondent (the Sunset Station Slot Technician Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time slot technicians, utility technicians, and slot mechanics employed by Respondent Sunset Station at its facility in Henderson, Nevada; excluding all other employees, office clerical employees, professional employees, and guards and supervisors as defined by the National Labor Relations Act.

(t) On August 1, 2018, the Board certified IUOE, Local 501 as the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(u) At all times since August 1, 2018, based on Section 9(a) of the Act, IUOE, Local 501 has been the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(v) The following employees of Respondent (the Fiesta Rancho Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time bartenders, bar/beverage porters, beverage servers, porters, utility porters, guest room attendants,

housepersons, kitchen workers, stove persons, team-member dining room attendants, cooks, cook helpers, kitchen runners, room runners, food servers, host/cashiers, pantry workers, and concession workers employed by Respondent Fiesta Rancho at its facility in Las Vegas, Nevada; excluding all other employees, front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering & maintenance employees, office clerical employees, confidential employees, guards, managers and supervisors as defined by the Act.

(w) On June 14, 2019, a representation election was conducted among the employees in the Fiesta Rancho Food and Beverage and Hotel Operations Employee Unit, and, on June 28, 2019, the Board certified LJEB as the exclusive collective-bargaining representative of the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit.

(x) At all times since June 14, 2019, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Fiesta Rancho Food and Beverage and Hotel Operations Employee Unit.

(y) The following employees of Respondent (the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time banquet servers, bartenders, beverage porters, beverage servers, bus persons, cook helpers, cooks, counter attendants, food servers, guest room attendants, hosts/cashiers, housepersons, kitchen runners, kitchen workers, lead counter attendants, pantry workers, porters, room runners, service bartenders, sprinters, stove persons, team member dining room (TDR) attendants, and utility porters employed by Respondent Fiesta Henderson at its facility in Henderson, Nevada; excluding all other employees, front desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(z) On September 13, 2019, a representation election was conducted among the employees in the Unit, and on November 19, 2020, LJEB was certified as the

exclusive collective-bargaining representative of the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit.

(aa) At all times since September 13, 2019, LJEB has been the exclusive collective-bargaining representative of the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit.

(bb) The following employees of Respondent (the Palms Engineer, Painter, and Carpenter Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time maintenance engineers, junior engineers, painters, and carpenters employed by Respondent Palms at its facility in Las Vegas, Nevada; excluding all other employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act.

(cc) On December 17, 2019, the Board certified IUOE, Local 501 and Painters, District Council 16 as the exclusive collective-bargaining representative of the employees in the Palms Engineer, Painter, and Carpenter Unit.

(dd) At all times since December 17, 2019, based on Section 9(a) of the Act, IUOE, Local 501 and Painters, District Council 16 have been the exclusive collective-bargaining representative of the Palms Engineer, Painter, and Carpenter Unit.

(ee) The following employees of Respondent Red Rock (the Red Rock Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time assistant food servers, bakers (I, II, III), banquet bartenders, banquet porters, banquets setup, bar porters, bartenders, bell persons, bell starters, beverage porters, beverage servers, beverage (Race/Sports), banquet servers, bus persons/bussers, cake decorators (I, II), captains, coffee breakers, concession workers, cooks, cook's helpers, counter attendants, food servers, gourmet

hostperson/cashiers, host/cashiers, housekeeping utility porters, ice cream concession workers, kitchen runners, kitchen workers, lead banquet porters, lead counter attendants, lead servers, mini bar attendants, pantry, porters, resort guest room attendants, resort housepersons, resort suite guest room attendants, resort steakhouse cooks, room runners, room service captains, runners, service bartenders, specialty cooks, servers, sprinters, status board, stove persons, team member dining room (TDR) attendants, turndown guest room attendants, utility porters, VIP attendants, VIP bartenders, and VIP lounge attendants employed by Respondent Red Rock at its facility located at 11011 West Charleston Boulevard, Las Vegas, Nevada; excluding all other employees, front desk employees, valet parkers, retail cashier/clerks, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(ff) About October 11, 2019, a majority of the Red Rock Food and Beverage and Hotel Operations Employee Unit employees designated LJEB as their exclusive collective-bargaining representative.

(gg) The serious and substantial unfair labor practice conduct described *infra* in paragraphs 5 through 9, and in paragraphs 5 and 6 of the Fourth Consolidated Complaint and Notice of Hearing in Cases 28-CA-244484, *et al.*, which issued on October 8, 2020, and is attached as Exhibit A (the Complaint in Cases 28-CA-244484, *et al.*), is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(hh) The allegations described above in paragraph 5(gg) requesting the issuance of a bargaining order are supported by, among other things:

including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012); and

(9) there is a substantial likelihood of recidivism on Respondent's part, given the serious and substantial unfair labor practice conduct described in paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*

(ii) At all times since about October 11, 2019, based upon Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Red Rock Unit.

(jj) The following employees of Respondent (the Texas Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time banquet bartenders, banquet food servers, banquet porters, bar porters, bartenders, beverage servers, bus persons, butchers, catering cooks, catering pantry workers, catering stove persons, concession workers, cooks, cook helpers, counter attendants, lead counter attendants, food servers, guest room attendants, host/cashiers, house persons, kitchen runners, kitchen workers, pantry workers, porters, utility porters, room runners, runners, sprinters, stove persons, VIP bartenders, and TDR attendants employed by Respondent Texas Station in North Las Vegas, Nevada; excluding all other employees, front desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(kk) About February 11, 2020, a majority of the Texas Station Food and Beverage and Hotel Operations Employee Unit designated LJEB as their exclusive collective-bargaining representative.

(ll) The serious and substantial unfair labor practice conduct described *infra* in paragraphs 5 through 9, and in paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*, is such that there is only a slight possibility of traditional remedies erasing their

effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(mm) The allegations described above in paragraph 5(ll) requesting the issuance of a bargaining order are supported by, among other things:

- (1) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) responsible for the conduct described above in paragraph 5(ll);
- (2) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) issued communications to employees concerning the conduct described above in paragraph 5(ll);
- (3) the conduct described above in paragraph 5(ll) has not been retracted;
- (4) there are approximately 369 employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit described above in paragraph 5(jj);
- (5) the conduct described above in paragraph 5(ll) was directed at a majority of the employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit;
- (6) all of the employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit learned or were likely to learn of the conduct described above in paragraph 5(ll);
- (7) the conduct described above in paragraph 5(ll) directly impacted LJEB's support among a majority of the employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit;

(8) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Texas Station and Respondent Station Casinos are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given that Respondent Station Casinos has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities, and in Board decisions including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012); and

(9) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Texas Station and Respondent Red Rock are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given the serious and substantial unfair labor practice conduct described paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*

(nn) At all times since about February 11, 2019, based upon Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Texas Station Unit.

(oo) The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit):

All full-time and regular part-time banquet bartenders, banquet food servers, banquet porters, bar porters, bartenders, beverage servers, bus persons, butchers, catering cooks, catering pantry workers, catering stove persons, concession workers, cooks, cook helpers, counter attendants, lead counter attendants, food servers, guest room attendants, host/cashiers, house persons, kitchen runners, kitchen workers, pantry workers, porters, utility porters, room runners, runners, sprinters, stove persons, VIP bartenders, and TDR attendants employed by Respondent Santa Fe Station in Las Vegas, Nevada; excluding all other employees, front desk employees, valet parkers, gaming employees (dealers, slot attendants, cage

cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(pp) About October 12, 2020, a majority of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit designated LJEB as their exclusive collective-bargaining representative.

(qq) The serious and substantial unfair labor practice conduct described *infra* in paragraphs 5 through 9, and in paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*, is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(rr) The allegations described *infra* in paragraph 5(qq) requesting the issuance of a bargaining order are supported by, among other things:

- (1) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) responsible for the conduct described above in paragraph 5(qq);
- (2) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) issued communications to employees concerning the conduct described above in paragraphs paragraph 5(qq);
- (3) the conduct described above in paragraph 5(qq) has not been retracted;
- (4) there are approximately 550 employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit described above in paragraph 5(oo);

(5) the conduct described above in paragraph 5(qq) was directed at a majority of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit;

(6) all of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit learned or were likely to learn of the conduct described above in paragraph 5(qq);

(7) the conduct described above in paragraph 5(qq) directly impacted LJEB's support among a majority of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit;

(8) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Santa Fe Station and Respondent Station Casinos are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given that Respondent Station Casinos has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities, and in Board decisions including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012); and

(9) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Santa Fe Station and Respondent Red Rock are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given the serious and substantial unfair labor practice conduct described paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*

(ss) At all times since about October 12, 2020, based upon Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit.

6. (a) On various dates between a date in or around January 2018 and about October 3, 2019, more precise dates being unknown to the Acting General Counsel but within the knowledge of Respondent, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), an employee of Respondent at Respondent's Boulder facility, engaged in concerted activities with other employees for mutual aid and protection and concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees, by raising concerns with other employees and Respondent about wages, hours, and working conditions, including Respondent's failure to rotate servers among restaurant stations and employees' exposure to black mold in a working area.

(b) About February 7, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Sunset Station facility, by telling employees in the Sunset Station Slot Technician Unit that they could not have representatives of IUOE Local, 501, or any party, present during investigatory interviews, because Respondent did not recognize IUOE, Local 501, informed its employees that it was futile for them to select IUOE, Local 501 as their bargaining representative and to request to be represented by IUOE, Local 501 during investigatory interviews that they had reason to believe could result in their discipline.

(c) (1) About (b) (6), (b) (7)(C), 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Sunset Station facility, denied the request of its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)) to be represented by IUOE, Local 501 during an interview.

(2) Respondent's employee (b) (6), (b) (7)(C) had reasonable cause to believe that the interview described above in paragraph 6(c)(1) would result in disciplinary action being taken against (b) (6), (b) (7)(C).

(3) About (b) (6), (b) (7)(C), 2019, Respondent, by (b) (6), (b) (7)(C) at Respondent's Sunset Station facility, conducted the interview described above in paragraphs 6(c)(1) and 6(c)(2) with its employee (b) (6), (b) (7)(C) even though Respondent denied the employee's request for union representation described above in paragraph 6(c)(1).

(d) About August 2, 2019, in a meeting with employees around 2:00 p.m., Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, by telling employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(1) employees were silly to think that LJEB would be able to change rules at Respondent Fiesta Henderson;

(2) LJEB could not change any of Respondent Fiesta Henderson's rules, and LJEB would come in and have to abide by those rules; and

(3) it had been three years that LJEB has been bargaining and had not been able to get a contract with Respondent Boulder Station and Respondent Palace Station.

(e) About August 2, 2019, in a meeting with employees around 10:00 p.m., Respondent, by (b) (6), (b) (7)(C) at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) LJEB cannot change any way Respondent does its business;

(ii) the salary structures could not be changed at Respondent's individual facilities and had to stay the same at all of Respondent's facilities;

(iii) every one of Respondent's facilities would have to negotiate its own contract, and, at other of Respondent's facilities, it had been three (3) years since employees selected LJEB as their collective-bargaining representative and they had nothing to show for it;

(iv) at Respondent's Boulder Station facility, it had been three (3) years at the bargaining table with nothing to show for it, and the parties had only agreed on three things; and

(2) threatened its employees with loss of future benefits if they selected LJEB as their collective-bargaining representative.

(f) About August 3, 2019, in a meeting with employees around 2:00 p.m., Respondent, by (b) (6), (b) (7)(C) at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) Respondent Fiesta Henderson had its business and the way it ran its business would stay intact;

(ii) LJEB has no control over Respondent Fiesta Henderson's policies or regulations;

(iii) Respondent Fiesta Henderson would continue to follow the same rules and policies if employees selected LJEB as their collective-bargaining representative; and

(iv) a collective-bargaining agreement would not happen overnight and would take years and years;

(2) threatened its employees with a loss of benefits if they selected LJEB as their collective-bargaining representative.

(g) About August 3, 2019, in a meeting with employees around 10:00 p.m., Respondent, by (b) (6), (b) (7)(C) at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) Respondent Station Casinos was not going to change its mind about how it negotiated property by property, and it had been three (3) years at Respondent Boulder Station's facility since employees selected LJEB as their collective-bargaining representative; and

(ii) if selected, LJEB cannot change the rules or how Respondent Fiesta Henderson does its business;

(2) threatened its employees with loss of benefits if they selected LJEB as their collective-bargaining representative; and

(3) by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment to discourage them from supporting LJEB.

(h) About August 9, 2019, Respondent, by (b) (6), (b) (7)(C) at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) employees at Respondent's Boulder Station facility had been with LJEB for 3 years, and LJEB did not do anything for them; and

(ii) employees at Respondent's Boulder Station facility had nothing, nothing, no raises, no nothing since selecting LJEB as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected LJEB as their collective-bargaining representative.

(i) About August 12, 2019, Respondent, by (b) (6), (b) (7)(C) (), at Respondent's Fiesta Henderson facility:

(1) by telling its employees that there had been no progress on the contract at Respondent's Boulder Station facility, and that each of Respondent's facilities would be individually negotiated, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected LJEB as their collective-bargaining representative; and

(3) threatened its employees they would have to watch their coworkers burn to the ground because they would not be able to help them if they selected LJEB as their collective-bargaining representative.

(j) About August 12, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Fiesta Henderson facility, instructed employees to remove their union buttons.

(k) About August 12, 2019, Respondent, by (b) (6), (b) (7)(C) at Respondent's Fiesta Henderson facility, threatened its employees with discharge because they supported LJEB and engaged in protected, concerted activities.

(l) About August 13, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Fiesta Henderson facility, by telling its employees that nothing would change unless it was collectively and that Respondent would not give one thing for one group of team members that it was not going to do for all of its team members, informed its employees it would be futile for them to select LJEB as their collective-bargaining representative.

(m) About August 14, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by standing in front of its employees and recording them on a cellular phone, engaged in surveillance of employees' union and protected concerted activities and/or created the impression of surveillance of employees' union and protected concerted activities; and

(2) threatened its employees with unspecified reprisals if they made a complaint to the Board.

(n) About August 15, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Fiesta Henderson facility, threatened its employees with loss of benefits if employees selected LJEB as their collective-bargaining representative.

(o) About August 19, 2019, Respondent, by (b) (6), (b) (7)(C) (last name unknown to the Acting General Counsel but within the knowledge of Respondent), at

Respondent's Fiesta Henderson facility, by telling its employees the following, informed its employees it would be futile for them to select LJEB as their collective-bargaining representative:

(1) LJEB had not done anything for employees at other of Respondent's facilities; and

(2) employees were never going to get a contract.

(p) About September 11, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Fiesta Henderson facility, threatened its employees that promised benefits would be withheld if they selected LJEB as their collective-bargaining representative.

(q) About September 11, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (last name unknown to the Acting General Counsel but within the knowledge of Respondent), at Respondent's Fiesta Henderson facility, by watching employees wearing union buttons for extended periods of time and making notes, engaged in surveillance of employees' union activities and/or created the impression of surveillance of its employees' union activities.

(r) About early September 2019, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Fiesta Henderson facility, by (b) (6), (b) (7)(C)

(1) directed its employees to protest LJEB during an election;

(2) directed its employees to make anti-union signs; and

(3) directed its employees to talk to other employees about

why they should oppose LJEB.

(s) About September 19, 2019, Respondent, by (b) (6), (b) (7)(C) at Respondent's Boulder Station facility, threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(t) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(1) About September 20, 2019, subjected its employee (b) (6), (b) (7)(C) to more onerous working conditions by requiring (b) (6), (b) (7)(C) to move a shelf, requiring (b) (6), (b) (7)(C) to complete workplace injury reports even though (b) (6), (b) (7)(C) had not sustained a workplace injury, and subjecting (b) (6), (b) (7)(C) to drug and alcohol testing;

(2) About (b) (6), (b) (7)(C), 2019, issued a final written warning to its employee (b) (6), (b) (7)(C)

(3) About (b) (6), (b) (7)(C), 2019, suspended its employee (b) (6), (b) (7)(C) and

(4) About (b) (6), (b) (7)(C), 2019, discharged its employee (b) (6), (b) (7)(C)

(u) About October 18, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Fiesta Henderson facility, created an impression among its employees that their union activities were under surveillance by Respondent.

(v) About December 3, 2019, Respondent, by (b) (6), (b) (7)(C) at Respondent's Texas Station facility:

(1) by revealing specific information about employees' union activities that was not generally known without revealing the source, created an impression among its employees that their union activities were under surveillance by Respondent;

(2) interrogated its employees about their union activities and sympathies; and

(3) threatened its employees with unspecified reprisals for engaging in union activities.

(w) About February 16, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Boulder Station facility:

(1) threatened its employees with discharge because they raised concerted complaints regarding Respondent's equipment and safety conditions;

(2) threatened its employees with unspecified reprisals because they raised concerted complaints regarding Respondent's equipment and safety conditions; and

(3) disparaged LJEB in the presence of its employees by telling them that an employee LJEB committee representative was a piece of shit.

(x) About February 18, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility, threatened its employees with discipline if they engaged in union or protected, concerted activities.

(y) Beginning about May 1, 2020 and continuing until a date unknown to the Acting General Counsel, but particularly within the knowledge of Respondent, by posting messages to its employees on its Web site <https://www.stationcasinosinfo.com/union-represented-team-members/> informing employees of their layoffs and terminations, while also implying LJEB, IUOE, Local 501, and Painters, District Council 16 should have notified employees of Respondent's decisions to lay them off and/or terminate their employment, when Respondent had failed to timely notify LJEB, IUOE, Local 501, and Painters, District Council 16 of those actions, disparaged LJEB, IUOE, Local 501, and Painters, District Council 16.

(z) Beginning about May 1, 2020, by posting messages to its employees on its Web site <https://www.myscfacts.com> that misleadingly informed employees LJEB had paid nothing to them during the COVID-19 pandemic, when Respondent had refused to bargain with LJEB as alleged in paragraphs 9(e) and 9(f), disparaged LJEB.

(aa) Since about late May 2020, Respondent, by the individuals named below, at Respondent's Santa Fe Station facility, during huddles with employees, threatened employees with discharge, including by telling its employees that Respondent would not tolerate employees complaining, if they engaged in union and protected concerted activities:

- (1) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)); and
- (2) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)).

(bb) Since about late May 2020, Respondent, by the individuals named below, at Respondent's Santa Fe Station facility, during huddles with employees, threatened its employees that their return to work was contingent upon their not engaging in union and protected concerted activities:

- (1) (b) (6), (b) (7)(C) and
- (2) (b) (6), (b) (7)(C)

(cc) About early June 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Red Rock facility:

- (1) interrogated its employees about their intent to engage in union and protected concerted activities; and
- (2) by asking its employees if they wanted to be part of the team, if they wanted to work for Respondent Red Rock, and if they enjoyed their jobs, in

response to employees' union and protected concerted activities, threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(dd) About June 12, 2020, Respondent by (b) (6), (b) (7)(C) at Respondent's Red Rock facility, by asking its employees if they were smart persons and saying that conversations were man-to-man conversations in response to their union and protected concerted activities:

(1) directed its employees not to engage in union and protected concerted activities; and

(2) threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(ee) About June 13, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Red Rock facility:

(1) threatened its employees with discharge for engaging in union and protected concerted activities;

(2) by asking its employees if they knew what man-to-man conversations were and telling employees (b) (6), (b) (7)(C) could not talk to them in response to their union and protected concerted activities:

(i) directed its employees not to engage in union and protected concerted activities; and

(ii) threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(ff) About June 18, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Boulder Station facility:

(1) solicited the decertification of LJEB by instructing employees to sign a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(gg) About June 25, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at Respondent's Boulder Station facility:

(1) promised its employees the following if they rejected LJEB as their collective-bargaining representative:

(i) vacations; and

(ii) job opportunities for employees' spouses;

(2) threatened its employees with loss of promised benefits if they did not reject LJEB as their collective-bargaining representative;

(3) solicited the decertification of LJEB by instructing its employees to talk to individuals who could provide them with a decertification petition; and

(4) provided more than ministerial assistance to its employees in circulating a decertification petition.

(hh) About July 6, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Boulder Station facility:

(1) threatened its employees with unspecified reprisals if they did not reject LJEB as their collective-bargaining representative;

(2) promised its employees free insurance and other unspecified benefits if they rejected LJEB as their collective-bargaining representative;

(3) by telling its employees the following, informed its employees that continued representation by LJEB as their collective-bargaining representative would be futile:

(i) Respondent was going to provide employees with unspecified benefits that LJEB was not going to give them; and

(ii) LJEB could promise things but could not ever fulfill them, while Respondent would grant all their promises;

(4) solicited the decertification of LJEB by circulating a decertification petition; and

(5) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ii) About July 8, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Red Rock facility, by saying that Respondent would not hire an employee to perform silverware polishing work or assign bussers to do so because of employees' union and protected concerted activities and Board activities, threatened its employees with unspecified reprisals for engaging in union and protected concerted activities and Board activities.

(jj) Between about mid-June 2020 and the beginning of August 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Boulder Station's facility:

(1) solicited the decertification of LJEB by circulating a decertification petition;

(2) provided more than ministerial assistance to employees in circulating a decertification petition;

(kk) About July 18, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Palace Station facility:

(1) interrogated its employees about their union membership, activities and sympathies;

(2) promised its employees favors and that benefits would increase and terms and conditions of employment would improve if they rejected LJEB as their bargaining representative;

(3) solicited the decertification of LJEB by circulating a decertification petition; and

(4) provided more than ministerial assistance to its employees in circulating a decertification petition;

(ll) About August 2, 2020, Respondent, by (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), at Respondent's Palace Station facility, prohibited its employees from bringing their concerns about their terms and conditions of employment to Respondent Palace Station's Human Resources Department as a group.

(mm) About August 3, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Palace Station facility:

(1) prohibited its employees from bringing their concerns about their terms and conditions of employment to Respondent Palace Station's Human Resources Department as a group; and

(2) prohibited individual employees from bringing group concerns about terms and conditions of employment to Respondent Palace Station's Human Resources Department.

(nn) About August 4, 2020, Respondent, by (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)), at Respondent's Palace Station facility, prohibited its employees from bringing their concerns about their terms and conditions of employment to Respondent Palace Station's Human Resources Department as a group.

(oo) About August 4, 2020, Respondent, by (b) (6), (b) (7)(C) (last name unknown to the Acting General Counsel but within the knowledge of Respondent), at Respondent's Boulder Station facility:

(1) interrogated its employees about their union membership, activities and sympathies and the union membership, activities and sympathies of other employees;

(2) by soliciting employee complaints and grievances, promised Respondent Red Rock's employees increased benefits and improved terms and conditions of employment to discourage them from supporting LJEB;

(3) solicited the decertification of LJEB by circulating a decertification petition; and

(4) provided more than ministerial assistance to its employees in circulating a decertification petition.

(pp) About August 4, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Boulder Station facility:

(1) interrogated its employees about their union membership, activities and sympathies;

(2) by telling employees that LJEB had done nothing for them and that LJEB will never have a contract with Respondent Boulder Station, threatened

employees that it would be futile for them to continue with LJEB as their collective-bargaining representative;

(3) promised its employees increased benefits and improved terms and conditions of employment if they rejected LJEB as their collective-bargaining representative;

(4) solicited the decertification of LJEB by circulating a decertification petition; and

(5) provided more than ministerial assistance to its employees in circulating a decertification petition.

(qq) On a date in or around August 2020, Respondent, by security guards whose names are unknown to the Acting General Counsel, but whose names are within the knowledge of the Respondent, at Respondent's Boulder Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(rr) From about August 2020, through about mid-September 2020, more precise dates being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent Palace Station's facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ss) About September 3, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent Palace Station's facility, threatened its employees with unspecified reprisals because they joined or assisted LJEB.

(tt) About September 5, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Palace Station facility, promised its employees the following to discourage employees from supporting LJEB:

- (1) that employees would not have to pay for insurance;
- (2) that Respondent was going to set up a medical clinic for employees; and
- (3) that employees would see unspecified future benefits.

(uu) (1) At all material times, Respondent has maintained a rule at its facilities that states, in relevant part:

Solicitation or distribution of literature of any kind will not be permitted by any Team Member during the working time of the Team Member soliciting or the Team Member being solicited. Working time is that time when a Team Member is actively engaged in performing job duties. Working time does not include time when Team Members are on break, meal periods, or other periods during which a Team Member is not assigned to or expected to perform job duties.

Solicitation by one Team Member of another Team Member is prohibited at all times on the gaming floor and adjacent aisles and corridors frequented by Guests. These areas do not include the Team Member Dining Room, break areas, restrooms, sidewalks, and parking lots and garages.

(2) About September 11, 2020, Respondent, by the individuals named below, at Respondent's Palace Station facility, enforced the rule above in paragraph 6(uu)(1) by applying it against employees who formed, joined or assisted LJEB, while permitting antiunion and/or nonunion solicitations and distributions:

(i) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)); and

(ii) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)).

(vv) About September 11, 2020, Respondent, by (b) (6), (b) (7)(C) at

Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition;

(2) provided more than ministerial assistance to its employees in circulating a decertification petition; and

(3) created an impression among its employees that their union activities were under surveillance by Respondent.

(ww) About September 11, 2020, Respondent, by (b) (6), (b) (7)(C) at

Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(xx) About September 16, 2020, Respondent, by (b) (6), (b) (7)(C) at

Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(yy) About September 16, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Palace Station facility, promised its employees that their wages would increase, and that Respondent would no longer punish employees for clock-in mistakes, if employees rejected LJEB as their collective-bargaining representative.

(zz) About September 16, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Palace Station facility:

- (1) solicited the decertification of LJEB by circulating a decertification petition; and
- (2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(aaa) About September 17, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Palace Station facility:

- (1) threatened its employees with discharge if they continued to support LJEB; and
- (2) by soliciting specific employees to find out about other employees' support for LJEB, engaged in surveillance of its employees to discover their union activities.

(bbb) About September 17, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent's Palace Station facility:

- (1) promised its employees their wages would increase to discourage employees from supporting LJEB;
- (2) solicited the decertification of LJEB by circulating a decertification petition; and

(3) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ccc) About September 17, 2020, Respondent, by (b) (6), (b) (7)(C) (last name unknown), at Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ddd) About September 2020, Respondent, at Respondent's Santa Fe Station facility, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), by telling its employees the following, threatened its employees that it would be futile for them to continue seeking LJEB as their collective-bargaining representative:

(1) they should not believe LJEB because LJEB was telling employees lies; and

(2) LJEB could not do everything it promised it would do for employees.

(eee) About late September 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7) (last name unknown), at Respondent Red Rock's facility, threatened its employees that Respondent would not consider for hire applicants who had previously worked for Respondent and had a history of supporting the Union.

(fff) About late September 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7)

(b) (6), (b) (7)(C), at Respondent's Boulder Station facility, interrogated its employees about their union sympathies.

(ggg) About (b) (6), (b) (7)(C), 2020, Respondent, by (b) (6), (b) (7)(C) (last name unknown), at Respondent's Boulder Station facility, directed its employees not to record discussions about their discharges.

(hhh) About October 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Palace Station facility, granted its employees increased benefits and improved terms and conditions of employment, including employee of the month awards, because they circulated a decertification petition and opposed LJEB, and to discourage membership in, and support for, LJEB.

(iii) About November 10, 2020, Respondent, at Respondent's Palace Station facility, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), threatened its employees that Respondent would not hire employees Respondent believed had engaged in Union activities, supported a Union, or engaged in protected, concerted activities.

(jjj) About mid-December 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7)(C) at Respondent's Boulder Station facility, threatened its employees that they could leave their jobs if they did not like the way Respondent was treating them.

(kkk) About January 20, 2021, Respondent, at Respondent's Palace Station facility, by (b) (6), (b) (7)(C) threatened its employees that Respondent would not hire employees who Respondent believed had engaged in Union activities, supported a Union or engaged in protected, concerted activities.

(III) About January 27, 2021, Respondent, at Respondent's Palace Station facility, by (b) (6), (b) (7)(C) threatened its employees that Respondent would not hire employees because of their Union activities or support.

(mmm)(1) At all material times, (b) (6), (b) (7)(C) has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(2) About (b) (6), (b) (7)(C) 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) employee of the month;
- (ii) gave (b) (6), (b) (7)(C) a \$300 grossed up cash award;
- (iii) gave (b) (6), (b) (7)(C) a \$400 comp at Respondent's Charcoal Room steakhouse; and
- (iv) gave (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(3) About (b) (6), (b) (7)(C), a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) ;
- (ii) gave (b) (6), (b) (7)(C) a \$2,500 grossed up cash award;
- (iii) granted (b) (6), (b) (7)(C) five (5) days of paid time off;
- (iv) gave (b) (6), (b) (7)(C) and

(v) (b) (6), (b) (7)(C)

(4) Respondent engaged in the conduct described above in paragraph 6(mmm)(2) and 6(mmm)(3) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 6(rr), and to discourage its employees from supporting LJEB.

(nnn)(1) At all material times, (b) (6), (b) (7)(C) has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(2) About (b) (6), (b) (7)(C) 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) employee of the month;
- (ii) gave (b) (6), (b) (7)(C) a \$300 grossed up cash award;
- (iii) gave (b) (6), (b) (7)(C) a \$400 comp to Respondent's

Charcoal Room steakhouse; and

- (iv) gave (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(3) Respondent engaged in the conduct described above in paragraph 6(nnn)(2) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 6(bbb), and to discourage its employees from supporting LJEB.

(ooo)(1) At all material times, (b) (6), (b) (7)(C) has been a supervisor of Respondent within the meaning of Section 2(11) of the Act.

(2) About (b) (6), (b) (7)(C) 2021, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) ;
- (ii) gave (b) (6), (b) (7)(C) a \$3,500 grossed up cash award;
- (iii) granted (b) (6), (b) (7)(C) five (5) days of paid time off;
- (iv) gave (b) (6), (b) (7)(C)

and

- (v) (b) (6), (b) (7)(C)

.

(3) Respondent engaged in the conduct described above in paragraph 6(mnn)(1) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraphs 6(tt) and 6(yy), and to discourage its employees from supporting LJEB.

(ppp) Respondent engaged in the conduct described above in paragraph 6(t) because its employee (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

7. (a) Since about March 24, 2018, Respondent, at Respondent's Green Valley Ranch facility, has more strictly enforced its timekeeping policies against its employees.

(b) As a result of Respondent's more strict enforcement of its timekeeping policies at its Green Valley Ranch facility, Respondent issued the following disciplines to the employees named below on the dates set forth below, as well as issued disciplines to similarly situated employees on dates not currently known to the Acting General Counsel but within the knowledge of Respondent:

(1) about (b) (6), (b) (7)(C), 2018, a final written warning to its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C));

(2) about (b) (6), (b) (7)(C), 2018, a written warning to its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)); and

(3) about (b) (6), (b) (7)(C), 2018, a final written warning to its employee (b) (6), (b) (7)(C)

(c) About the dates set forth below, Respondent, at Respondent's Green Valley Ranch facility, took the actions set forth below against its employees based on the disciplines set forth above in paragraph 7(b) pursuant to Respondent's progressive discipline system:

(1) about (b) (6), (b) (7)(C), 2018, discharged its employee (b) (6), (b) (7)(C) and

(2) about (b) (6), (b) (7)(C), 2018, discharged its employee (b) (6), (b) (7)(C)

(d) About the dates set forth below, Respondent, at Respondent's Green Valley Ranch facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C):

(1) about (b) (6), (b) (7)(C), 2018, issued (b) (6), (b) (7)(C) a final written warning;

(2) about (b) (6), (b) (7)(C), 2018, suspended (b) (6), (b) (7)(C) and

(3) about (b) (6), (b) (7)(C) 2018, discharged (b) (6), (b) (7)(C)

(e) About the dates set forth below, Respondent, at Respondent's Texas Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(1) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7)(C) and

(2) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C)

(f) About the dates set forth below, Respondent, at Respondent's Green Valley Ranch facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C):

- (1) about (b) (6), (b) (7)(C) 2019, issued (b) (6), (b) (7)(C) a verbal warning;
- (2) about (b) (6), (b) (7)(C), 2019, issued (b) (6), (b) (7)(C) a written warning;
- (3) about (b) (6), (b) (7)(C), 2019, issued (b) (6), (b) (7)(C) a final written warning;

(4) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7)(C)

(5) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C)

(g) On a date in or around May 2019, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Sunset Station facility, began giving its (b) (6), (b) (7)(C), including, but not limited to, (b) (6), (b) (7)(C) lower ratings on their room inspections.

(h) Since about May 31, 2019, Respondent, at Respondent's Sunset Station facility, has more strictly enforced its overtime standards for employees by requiring its employees in the Sunset Station Slot Technician Unit to obtain prior approval of their supervisors before working overtime.

(i) About June 15, 2019, Respondent, at Respondent's Fiesta Rancho facility, began removing tip jars from its buffet.

(j) About the dates set forth below, Respondent, at Respondent's Fiesta Henderson facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C):

- (1) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7)(C) and

(2) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C)

(k) About August 14, 2019, Respondent, at Respondent's Fiesta

Henderson facility:

(1) by standing in front of its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) and recording its employee (b) (6), (b) (7)(C) on a cellular phone, more closely supervised (b) (6), (b) (7)(C) and

(2) imposed more onerous and rigorous terms and conditions of employment on its employee (b) (6), (b) (7)(C) by assigning (b) (6), (b) (7)(C) to extra work tasks.

(l) About the dates set forth below, Respondent, at Respondent's Fiesta Henderson facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C):

(1) about (b) (6), (b) (7)(C) 2019, issued (b) (6), (b) (7)(C) a final warning;

(2) about (b) (6), (b) (7)(C) 2019, suspended (b) (6), (b) (7)(C) and

(3) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C)

(m) On a date in or around October 2019, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Fiesta Rancho facility, implemented a policy requiring employees in its buffet to hide tips they received and providing for discipline for failure to do so.

(n) About (b) (6), (b) (7)(C), 2019, Respondent, at Respondent's Fiesta Rancho facility, issued a coaching to its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) pursuant to the policy described above in paragraph 6(m).

(o) About (b) (6), (b) (7)(C) 2019, Respondent, at Respondent's Palms facility, issued a final warning to its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)).

(p) About December 3, 2019, Respondent, at Respondent's Texas Station facility, issued a verbal warning to its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)).

(q) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)):

- (1) about (b) (6), (b) (7)(C), 2020, cut (b) (6), (b) (7)(C) hours;
- (2) about (b) (6), (b) (7)(C) 2020, subjected (b) (6), (b) (7)(C) to closer supervision.

(r) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)):

- (1) about (b) (6), (b) (7)(C), 2020, issued a verbal warning to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C);
- (2) about (b) (6), (b) (7)(C) 2020, issued a verbal warning to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)).

(s) Since about March 13, 2020, Respondent, at all Respondent's facilities, including by the actions described below in paragraphs 7(t) through 7(w), 7(z) through 7(cc), and 7(ee) through 7(ff), engaged in a scheme to use the Coronavirus Disease 2019 (COVID-19) pandemic to selectively take the discriminatory actions described below:

- (1) layoff employees;
- (2) terminate employees;

- (3) recall employees;
- (4) reinstate employees;
- (5) rehire employees;
- (6) transfer employees; and/or
- (7) otherwise manipulate Respondent's employee complement

across its facilities.

(t) About May 1, 2020, Respondent, at Respondent's Red Rock, Green Valley Ranch, Santa Fe Station, Boulder Station, Palace Station and Sunset Station facilities (collectively, the Phase One facilities):

- (1) laid off full-time employees;
- (2) discharged or otherwise ended the employment of part-time and on-call employees;
- (3) continued the wages of laid off and/or discharged employees until May 16, 2020, an amount of time determined solely by Respondent; and
- (4) continued dental and vision benefits for laid off and/or discharged employees until September 30, 2020, an amount of time determined solely by Respondent.

(u) About May 1, 2020, Respondent, at Respondent's Texas Station, Palms, Fiesta Henderson and Fiesta Rancho facilities (collectively, the Phase Two facilities):

- (1) temporarily closed the facilities;
- (2) discharged or otherwise ended the employment of its employees;

(3) continued the wages of laid off and/or discharged employees until May 16, 2020, an amount of time determined solely by Respondent; and

(4) continued the benefits of laid off and/or discharged employees until September 30, 2020, an amount of time determined solely by Respondent.

(v) About mid-May 2020, Respondent, at all Respondent's facilities, implemented new health and safety protocols including, but not limited to, mandatory COVID-19 testing for employees, in a manner determined solely by Respondent.

(w) About May 27, 2020, Respondent, at all Respondent's facilities:

(1) continued the wages of employees until June 3, 2020, an amount of time determined solely by Respondent; and

(2) continued the benefits of employees until June 3, 2020, an amount of time determined solely by Respondent.

(x) About (b) (6), (b) (7)(C), 2020, Respondent, at Respondent's Red Rock facility, in T-Bones Chophouse, denied its employee (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)) a table swap opportunity.

(y) About June 4, 2019, Respondent, at Respondent's Red Rock facility, terminated table assignment agreements.

(z) About June 4, 2020, Respondent:

(1) reopened its Phase One facilities; and

(2) temporarily closed its Phase Two facilities for an indeterminate period of time.

(aa) About (b) (6), (b) (7)(C) 2020, Respondent, at Respondent's Green Valley Ranch facility, selectively assigned and/or transferred employees employed at other of Respondent's facilities, including (b) (6), (b) (7)(C) to staff events at its Green Valley Ranch facility, while not recalling, reinstating or rehiring Respondent Green Valley Ranch employees, including the employees named below and similarly situated employees:

- (1) (b) (6), (b) (7)(C);
- (2) (b) (6), (b) (7)(C);
- (3) (b) (6), (b) (7)(C); and
- (4) (b) (6), (b) (7)(C);

(bb) About (b) (6), (b) (7)(C) 2020, Respondent, at Respondent's Palms facility:

- (1) eliminated Palms Food and Beverage and Hotel Operations Employee Unit positions at the Laguna Pool House and Kitchen at Palms Place; and
- (2) discharged its employees including, but not limited to, the following employees, as well as similarly situated employees whose names are not currently known to the Acting General Counsel:

- (i) (b) (6), (b) (7)(C);
- (ii) (b) (6), (b) (7)(C);
- (iii) (b) (6), (b) (7)(C);
- (iv) (b) (6), (b) (7)(C);
- (v) (b) (6), (b) (7)(C);
- (vi) (b) (6), (b) (7)(C);
- (vii) (b) (6), (b) (7)(C);
- (viii) (b) (6), (b) (7)(C);
- (ix) (b) (6), (b) (7)(C);
- (x) (b) (6), (b) (7)(C);
- (xi) (b) (6), (b) (7)(C);
- (xii) (b) (6), (b) (7)(C);
- (xiii) (b) (6), (b) (7)(C);
- (xiv) (b) (6), (b) (7)(C);
- (xv) (b) (6), (b) (7)(C);
- (xvi) (b) (6), (b) (7)(C);
- (xvii) (b) (6), (b) (7)(C);
- (xviii) (b) (6), (b) (7)(C);

- (xix) (b) (6), (b) (7)(C);
- (xx) (b) (6), (b) (7)(C);
- (xxi) (b) (6), (b) (7)(C);
- (xxii) (b) (6), (b) (7)(C); and
- (xxiii) (b) (6), (b) (7)(C).

(cc) About August 1, 2020, Respondent, at all Respondent's facilities, selectively ended its laid off employees' recall, reinstatement and/or rehire rights or status by changing their employment status to terminated.

(dd) About the following dates, Respondent, at Respondent's Red Rock facility, at T-Bones Chophouse, failed or refused to consider its employee (b) (6), (b) (7)(C) for more lucrative work assignments, instead giving them to other employees:

- (1) about (b) (6), (b) (7)(C) 2020; and
- (2) about (b) (6), (b) (7)(C) 2020.

(ee) About the dates set forth below, Respondent, at Respondent's Palace Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C):

- (1) about (b) (6), (b) (7)(C) 2020, issued a coaching to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C);
- (2) about (b) (6), (b) (7)(C), 2020, subjected (b) (6), (b) (7)(C) to closer supervision and more onerous terms and conditions of employment;
- (3) about (b) (6), (b) (7)(C) 2020, suspended (b) (6), (b) (7)(C) and
- (4) about (b) (6), (b) (7)(C) 2020, discharged (b) (6), (b) (7)(C)

(ff) (1) Since about September 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent was hiring, or had concrete plans to hire, employees, the total number of employees being unknown to the Acting General Counsel but within knowledge of Respondent.

(2) Since about the dates set forth opposite their names, Respondent refused to consider for hire or hire the following applicant(s) for employment;

| <u>Name of Applicant(s)</u> | <u>Date(s)</u> |
|-----------------------------|--|
| (b) (6), (b) (7)(C) | September 11, 2020 October 13, 2020 |
| (b) (6), (b) (7)(C) | October 28, 2020 |
| (b) (6), (b) (7)(C) | September 29, 2020 November 4, 2020 January 28, 2021 February 2, 2021 |

(3) Since about September 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent refused to consider for hire or hire additional applicants who were former employees of Respondent, the identities and total number of applicants being unknown to the Acting General Counsel but within knowledge of Respondent.

(gg) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C):

(1) about (b) (6), (b) (7)(C), 2020, subjected (b) (6), (b) (7)(C) to more onerous working conditions by requiring (b) (6), (b) (7)(C) to complete a workplace injury reports even though (b) (6), (b) (7)(C) had not sustained a workplace injury, and subjecting (b) (6), (b) (7)(C) to drug and alcohol testing;

- (2) about (b) (6), (b) (7)(C), 2020, suspended (b) (6), (b) (7)(C); and
- (3) about (b) (6), (b) (7)(C) 2020, discharged (b) (6), (b) (7)(C).

(hh) Since about mid-October 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Boulder Station facility, has refused to provide documentation required for (b) (6), (b) (7)(C) to receive welfare benefits.

(ii) About (b) (6), (b) (7)(C) 2020, Respondent, at Respondent's Santa Fe Station facility took the actions set forth below:

- (1) suspended its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)); and
- (2) discharged its employee (b) (6), (b) (7)(C).

(jj) Since about December 14, 2020, and continuing until present, Respondent, at Respondent's Boulder Station facility, failed and refused to assign its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), to a shift (b) (6), (b) (7)(C) was awarded based on (b) (6), (b) (7)(C) seniority.

(kk) Respondent engaged in the conduct described above in paragraphs 6(t), 6(uu), and 7 because its employees including, but not limited to, the employees named in those paragraphs, joined and assisted LJEB, IUOE, Local 501 and/or Painters, District Council 16, and engaged in concerted activities, and to discourage employees from engaging in these activities.

(ll) Respondent engaged in the conduct described above in paragraphs 6(hhh), 6(mmm)(2), 6(mmm)(3), and 6(nnn)(2) because its employees including, but not limited to, the employees named in those paragraphs, solicited decertification of LJEB, opposed LJEB and engaged in anti-union activities, and to encourage its employees to engage in these activities and discourage its employees from supporting LJEB.

8. Respondent engaged in the conduct described above in paragraph 6(t) because (b) (6), (b) (7)(C) filed the charges in Cases 28-CA-237003 and 28-CA-239352, cooperated in the Board investigations in Cases 28-CA-222938 and 28-CA-249209, and was named in the charge in Case 28-CA-249203.

9. (a) By the conduct described above in paragraphs 6(y) and 6(z), Respondent has undermined LJEB as the collective-bargaining representative of employees in the Food and Beverage and Hotel Operations Employee Units at its Boulder Station, Palace Station, Green Valley Ranch, Sunset Station, Fiesta Rancho, Fiesta Henderson, Palms, Red Rock and Texas Station facilities.

(b) By the conduct described above in paragraphs 6(y) and 6(z), Respondent has undermined IUOE, Local 501 and Painters, District Council 16 as the collective-bargaining representative of employees in the Palms Slot Technician and Palms Engineers, Carpenters and Painters Units.

(c) About September 15, 2019, Respondent, at Respondent's Fiesta Henderson facility changed its practice of providing its employees with an employee discount for Starbucks purchases.

(d) About October 20, 2019, Respondent, at Respondent's Fiesta Henderson facility, changed the procedure employees must follow to dispose of broken glass by requiring its employees to dispose of broken glass in containers inside the supply rooms in the bathrooms.

(e) About March 13, 2020, LJEB requested that Respondent bargain collectively about the impact of COVID-19 on the terms and conditions of employment for employees represented by LJEB at Respondent's facilities.

(f) Since about March 13, 2020, Respondent has failed and refused to bargain collectively about the subjects set forth above in paragraph 9(e).

(g) About March 27, 2020, Respondent, at all Respondent's facilities, suspended matching contributions on deferrals to the Station Casinos LLC & Affiliates 401(k) Retirement Plan.

(h) About May 1, 2020, IUOE Local 501 and Painters District Council 16 requested that Respondent bargain collectively about the impact of COVID-19 on the terms and conditions of employment for employees in the Palms Slot Technician Unit and the Palms Engineer, Painter, and Carpenter Unit.

(i) Since about May 1, 2020, Respondent has failed and refused to bargain collectively about the subjects set forth above in paragraph 9(h).

(j) About August 5, 2020, Respondent, at Respondent's Boulder Station facility, withdrew its recognition of LJEB as the exclusive collective-bargaining representative of the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(k) Since about August 6, 2020, Respondent, at Respondent's Red Rock facility, has failed and refused to recognize and bargain with LJEB as the exclusive collective-bargaining representative of the Red Rock Food and Beverage and Hotel Operations Employee Unit.

(l) About September 21, 2020, Respondent, at Respondent's Palace Station facility withdrew its recognition of LJEB as the exclusive collective-bargaining representative of the Palace Station Food and Beverage and Hotel Operations Employee Unit.

(m) (1) About November 7, 2019, IUOE, Local 501 requested in writing that Respondent furnish IUOE, Local 501 with the following information for the Sunset Station Slot Technician Unit:

(i) An updated list of all employees, dates of hire, rates of pay, addresses including home address, email address and telephone number, and company email address;

(ii) A copy of any discipline imposed upon any employee in the bargaining unit since the date of the NLRB election to the present;

(iii) A copy of all company rules, policies or procedures that concern, mention, relate to or apply to the employees in the bargaining unit from the date of the NLRB election to the present;

(iv) A copy of all company policies with respect to the work performed by the Slot Technicians from the date of the NLRB election to the present; and

(v) All work orders that involve slot machines being painted or touched up.

(2) The information requested by IUOE, Local 501, as described above in paragraph 7(m)(1), is necessary for, and relevant to, IUOE, Local 501's performance of its duties as the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(3) Since about November 7, 2019, Respondent, by its Counsel, in writing, has failed and refused to furnish IUOE, Local 501 with the information it requested as described above in paragraph 7(m)(1).

(n) (1) About November 7, 2019, IUOE, Local 501 requested to view the worksite at Respondent's Sunset Station facility.

(2) Viewing the worksite at Respondent's Sunset Station facility, as requested, as described above in paragraph 7(n)(1), is necessary for, and relevant to, IUOE, Local 501's performance of its duties as the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(3) Since about November 7, 2019, Respondent, by its counsel, in writing, has failed and refused to permit IUOE, Local 501 to view the worksite at Respondent's Sunset Station facility, as requested, as described above in paragraph 7(n)(1).

(o) About December 14, 2020, Respondent, at Respondent's Boulder Station facility, ceased honoring seniority in scheduling shifts for employees in the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(p) Since about January 26, 2021, Respondent, at Respondent's Texas Station facility, has failed and refused to recognize and bargain with LJEB as the exclusive collective-bargaining representative of the Texas Station Food and Beverage and Hotel Operations Employee Unit.

(q) Since about January 26, 2021, Respondent, at Respondent's Santa Fe Station facility, has failed and refused to recognize and bargain with LJEB as the exclusive collective-bargaining representative of the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit.

(r) The subjects set forth above in paragraphs 7(a), 7(i), 7(m), 7(s) through 7(w), 7(z) through 7(cc), 7(jj), 9(a), 9(c) through 9(g), 9(j) through 9(l), and 9(o) through 9(q) relate to the wages, hours, and other terms and conditions of employment of the employees

in the Boulder Station, Palace Station, Sunset Station, Green Valley Ranch, Palms, Sunset Station, Fiesta Henderson, Red Rock and Texas Station Food and Beverage and Hotel Operations Employee Units where LJEB is the exclusive-collective-bargaining representative of certain of Respondent's employees, and are mandatory subjects for the purposes of collective bargaining.

(s) Respondent engaged in the conduct described above in paragraphs 7(a), 7(i), 7(m), 7(s) through 7(w), 7(z) through 7(cc), 7(jj), 9(a), 9(c) through 9(g), 9(j) through 9(l) and 9(o) through 9(q), without prior notice to LJEB and without affording LJEB an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct.

(t) The subjects set forth above in paragraphs 7(s) through 7(w), 7(z) through 7(cc), 9(b), 9(h), and 9(i) relate to the wages, hours, and other terms and conditions of employment of the employees in the Palms Slot Technician Unit and Palms Engineers, Painters and Carpenters Unit, and are mandatory subjects for the purposes of collective bargaining.

(u) Respondent engaged in the conduct described above in paragraphs 7(s) through 7(w), 7(z) through 7(cc), 9(b), 9(h), and 9(i) without prior notice to IUOE, Local 501 and Painters, District Council 16, and without affording IUOE, Local 501 and Painters, District Council 16, an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct.

10. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraphs 6(t), 6(uu), 6(hhh), 6(mmm)(2), 6(mmm)(3), 6(nnn)(2), and 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Sections 8(a)(1) and (3) of the Act.

12. By the conduct described above in paragraph 8, Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

13. By the conduct described above in paragraphs 7(a), 7(i), 7(m), 7(s) through 7(w), 7(z) through 7(cc), 7(jj), 9(a), 9(c) through 9(g), 9(j) through 9(l), and 9(o) through 9(q), and 9(s), Respondent has been failing and refusing to bargain collectively and in good faith with LJEB as the exclusive collective-bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

14. By the conduct described above in 7(s) through 7(w), 7(z) through 7(cc), 9(b), 9(h), 9(i), 9(m), 9(n), and 9(u), Respondent has been failing and refusing to bargain collectively and in good faith with IUOE, Local 501 and Painters, District Council 16, as the exclusive bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

15. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDIES

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel seeks an Order requiring Respondent to post, for a period of 3 years, at all facilities and in all places where notices to its employees are

normally posted, Notices to employees in English, Spanish, Amharic, Mandarin, Vietnamese and any other languages necessary to ensure effective communications to Respondent's employees as determined by the Regional Director, said translations to be provided by Respondent at Respondent's expense and approved by the Regional Director. To the extent Respondent's facilities involved in these proceedings are closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the Notices to employees must be posted at that Respondent facility within fourteen (14) days after that Respondent facility reopens and a substantial complement of employees have returned to work, and the Notice may not be posted at that Respondent facility until a substantial complement of employees have returned to work.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring Respondent to post, for a period of 3 years, at all facilities and in all places where notices to its employees are normally posted, a Notice and Explanation of Rights in English, Spanish, Amharic, Mandarin, Vietnamese and any other languages necessary to ensure effective communications to Respondent's employees as determined by the Regional Director, said translations to be provided by Respondent at Respondent's expense and approved by the Regional Director. To the extent Respondent's facilities involved in these proceedings are closed due to the COVID-19 pandemic, the Notice and Explanation of Rights must be posted at that Respondent facility within fourteen (14) days after that Respondent facility reopens and a substantial complement of employees have returned to work, and the Notice and Explanation of Rights may not be posted at that Respondent facility until a substantial complement of employees have returned to work.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that, Respondent provide

and mail copies of both the Notice and Notice and Explanation of Rights to the last known addresses of all current employees, supervisors, and managers, and all former employees employed by the Respondent at any time since September 24, 2018.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, for a period of 3 years: (1) upon hire or rehire, give copies of both the Notice and the Notice and Explanation of Rights to all employees, supervisors and managers; (2) post links to copies of both documents on the homepage of its Web sites www.myscfacts.com and www.stationcasinosinfo.com, and by any other electronic means by which Respondent customarily communicates with its employees; and (3) mail copies of both documents to the homes of all newly hired or rehired employees, supervisors, managers and agents.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring Respondent to publish the Notice and the Notice and Explanation of Rights in English in two local publications of broad circulation and local appeal, chosen by the Regional Director for Region 28 of the National Labor Relations Board, with publication to occur twice per week for a period of 8 weeks.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance at each of Respondent's facilities, Respondent's representatives (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) read the Notice and the Notice and Explanation of Rights to Respondent's employees, supervisors, managers and agents including, but not limited to, those individuals identified above in paragraph 4, in English and Spanish, with translations being made available for any individual(s) whose language of fluency is other than English including, but

not limited to, Spanish, Amharic, Mandarin, and Vietnamese, during work time in the presence of a Board agent and representatives of LJEB, IUOE, Local 501 and Painters District Council 16.

Alternatively, the Acting General Counsel seeks an order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, at each of Respondent's facilities, Respondent promptly have a Board agent read the Notice and Notice and Explanation of Rights to employees in English and Spanish, with translations being made available for any individual(s) whose language of fluency is other than English including, but not limited to, Spanish, Amharic, Mandarin and Vietnamese, during work time and in the presence of Respondent's supervisors, managers and agents including, but not limited to, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and those individuals identified above in paragraph 4, and representatives of LJEB, IUOE, Local 501 and Painters District Council 16, and that the notice be translated into Spanish, Amharic, Mandarin and Vietnamese. To the extent Respondent's facilities involved in these proceedings are closed due to the COVID-19 pandemic, the readings of the Notice and the Notice and Explanation of Rights described above must be scheduled within fourteen (14) days after that Respondent facility reopens and a substantial complement of employees have returned to work.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent supply LJEB, upon request, an alphabetized list of the full names and addresses of all employees currently employed by Respondent at Respondent's Red Rock facility in the Red Rock Food and Beverage and Hotel Operations Employee Unit, Respondent's Texas Station facility in the Texas Station Food and Beverage and Hotel Operations Employee Unit, and Respondent's Santa Fe Station facility in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit,

including their shifts, job classifications, work locations, and other contact information including available personal email addresses and available personal home and cellular telephone numbers.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, at its Red Rock, Texas Station, and Santa Fe Station facilities, upon request, grant LJEB and its representatives reasonable access to post materials on Respondent's bulletin boards and in all places where notices to employees are customarily posted at those facilities.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, at its Red Rock, Texas Station and Santa Fe Station facilities, upon request, grant LJEB reasonable access to those facilities, in nonwork areas during employees' nonwork time.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, at its Red Rock, Texas Station and Santa Fe Station facilities, upon request, give LJEB notice of, and equal time and facilities for LJEB to respond to, any address made by Respondent to employees employed by Respondent at Respondent's Red Rock facility in the Red Rock Food and Beverage and Hotel Operations Employee Unit, Respondent's Texas Station facility in the Texas Station Food and Beverage and Hotel Operations Employee Unit, and Respondent's Santa Fe Station Facility in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit, concerning LJEB, unions, or collective bargaining.

As part of the remedy for the unfair labor practices alleged above in paragraph 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent afford LJEB the right to deliver a 30-minute speech to all employees in the Red Rock, Texas Station

and Santa Fe Station Food and Beverage and Hotel Operations Employee Units at a meeting or meetings scheduled to ensure the widest possible attendance on working time at each of Respondent's Red Rock, Texas Station and Santa Fe Station facilities.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before April 26, 2021, or postmarked on or before April 25, 2021**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file

containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. on a date to be determined, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 12th day of April 2021.

/s/ **Cornele A. Overstreet**
Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA**

and

**Cases 28-CA-244484
28-CA-250950**

(b) (6), (b) (7)(C), an Individual

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

**Cases 28-CA-250229
28-CA-250282
28-CA-250873
28-CA-252591
28-CA-253276
28-CA-254470
28-CA-254510
28-CA-254514
28-CA-260640
28-CA-260641
28-CA-262187
28-CA-262803
28-CA-264605**

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO**

and

Case 28-CA-254155

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO**

and

Case 28-CA-254162

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

**ORDER FURTHER CONSOLIDATING CASES,
FOURTH CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Cases 28-CA-250229, 28-CA-250282, 28-CA-250873, 28-CA-252591, 28-CA-253276, 28-CA-254470, 28-CA-254510, 28-CA-254514, 28-CA-260640, and 28-CA-260641, which are based on charges filed by Local Joint Executive Board of Las Vegas, a/w UNITE HERE International Union (the Union) against NP Red Rock LLC d/b/a Red Rock Casino, Resort & Spa (Respondent Red Rock), Case 28-CA-254155, which is based on a charge filed by the Union against NP Boulder LLC d/b/a Boulder Station Hotel & Casino (Respondent Boulder), Case 28-CA-254162, which is based on a charge filed by the Union against NP Palace LLC d/b/a Palace Station Hotel & Casino (Respondent Palace), and Cases 28-CA-244484 and 28-CA-250950, which are based on charges filed by (b) (6), (b) (7)(C) an Individual ((b) (6), (b) (7)(C))), against Respondent Red Rock, in which an Order Consolidating Cases, Third Consolidated Complaint and Notice of Hearing issued on August 31, 2020, are consolidated with Case 28-CA-262803, which is based on a charge filed by the Union against Respondent Red Rock.

This Order Further Consolidating Cases, Fourth Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent Red Rock, Respondent Boulder, and Respondent Palace (collectively, Respondents) have violated the Act as described below.¹

¹ On November 14, 2019, November 26, 2019, January 15, 2020, January 17, 2020, January 27, 2020, March 9, 2020, June 19, 2020, July 24, 2020 and August 5, 2020, the Region requested that Respondent Red Rock cooperate in the administrative investigation of the unfair labor practice charges conducted prior to issuance of the instant complaint. On January 27, 2020, the Region requested that Respondent Boulder and Respondent Palace cooperate in the administrative investigation of the unfair labor practice charges conducted prior to the issuance of the instant complaint. Respondents failed to fully cooperate in the investigation by refusing to furnish certain documents relevant to the disposition of the charges.

1. The charges in the above cases were filed by the respective Charging Parties, as set forth in the following table, and served upon the respective Respondents on the dates indicated by U.S. mail:

| ¶ | Case No. | Amendment | Charging Party | Respondent | Date Filed | Date Served |
|-----|--------------|-----------|---------------------|------------|------------|-------------|
| (a) | 28-CA-244484 | Original | (b) (6), (b) (7)(C) | Red Rock | 7/8/19 | 7/8/19 |
| (b) | 28-CA-250229 | Original | Union | Red Rock | 10/18/19 | 10/21/19 |
| (c) | 28-CA-250229 | Amended | Union | Red Rock | 1/6/20 | 1/9/20 |
| (d) | 28-CA-250282 | Original | Union | Red Rock | 10/18/19 | 10/21/19 |
| (e) | 28-CA-250873 | Original | Union | Red Rock | 10/28/19 | 10/31/19 |
| (f) | 28-CA-250873 | Amended | Union | Red Rock | 3/18/20 | 3/18/20 |
| (g) | 28-CA-250950 | Original | (b) (6), (b) (7)(C) | Red Rock | 10/31/19 | 10/31/19 |
| (h) | 28-CA-252591 | Original | Union | Red Rock | 11/26/19 | 11/29/19 |
| (i) | 28-CA-253276 | Original | Union | Red Rock | 12/11/19 | 12/13/19 |
| (j) | 28-CA-253276 | Amended | Union | Red Rock | 4/29/20 | 4/30/20 |
| (k) | 28-CA-254155 | Original | Union | Boulder | 1/3/20 | 1/6/20 |
| (l) | 28-CA-254155 | Amended | Union | Boulder | 4/29/20 | 4/30/20 |
| (m) | 28-CA-254162 | Original | Union | Palace | 1/3/20 | 1/6/20 |
| (n) | 28-CA-254162 | Amended | Union | Palace | 4/29/20 | 4/30/20 |
| (o) | 28-CA-254470 | Original | Union | Red Rock | 1/10/20 | 1/10/20 |
| (p) | 28-CA-254510 | Original | Union | Red Rock | 1/10/20 | 1/10/20 |
| (q) | 28-CA-254514 | Original | Union | Red Rock | 1/10/20 | 1/13/20 |
| (r) | 28-CA-260640 | Original | Union | Red Rock | 5/18/20 | 5/20/20 |
| (s) | 28-CA-260641 | Original | Union | Red Rock | 5/18/20 | 5/20/20 |

| ¶ | Case No. | Amendment | Charging Party | Respondent | Date Filed | Date Served |
|-----|--------------|-------------------------|----------------|------------|------------|-------------|
| (t) | 28-CA-262187 | Original | Union | Red Rock | 6/19/20 | 6/25/20 |
| (u) | 28-CA-262187 | Amended | Union | Red Rock | 7/10/20 | 7/13/20 |
| (v) | 28-CA-262187 | 2 nd Amended | Union | Red Rock | 8/26/20 | 8/26/20 |
| (w) | 28-CA-262803 | Original | Union | Red Rock | 7/6/20 | 7/9/20 |
| (x) | 28-CA-262803 | Amended | Union | Red Rock | 7/13/20 | 7/14/20 |
| (y) | 28-CA-262803 | 2 nd Amended | Union | Red Rock | 8/3/20 | 8/5/20 |
| (z) | 28-CA-264605 | Original | Union | Red Rock | 8/11/20 | 8/14/20 |

2. (a) At all material times, Respondent Red Rock has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent Red Rock's facility), and has been engaged in operating a hotel and casino providing food, lodgings, and entertainment.

(b) During the 12-month period ending October 18, 2019, Respondent Red Rock, in conducting its operations described above in paragraph 2(a), purchased and received at Respondent Red Rock's facility goods valued in excess of \$5,000 directly from points outside the State of Nevada.

(c) In conducting its operations during the 12-month period ending October 18, 2019, Respondent Red Rock derived gross revenues in excess of \$500,000.

(d) At all material times, Respondent Red Rock has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(e) At all material times, Respondent Boulder has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent

Boulder's facility), and has been engaged in operating a hotel and casino providing food, lodgings, and entertainment.

(f) During the 12-month period ending January 3, 2020, Respondent Boulder, in conducting its operations described above in paragraph 2(e), purchased and received at Respondent Boulder's facility goods valued in excess of \$5,000 directly from points outside the State of Nevada.

(g) In conducting its operations during the 12-month period ending January 3, 2020, Respondent Boulder derived gross revenues in excess of \$500,000.

(h) At all material times, Respondent Boulder has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(i) At all material times, Respondent Palace has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent Palace's facility), and has been engaged in operating a hotel and casino providing food, lodgings, and entertainment.

(j) During the 12-month period ending January 3, 2020, Respondent Palace, in conducting its operations described above in paragraph 2(i), purchased and received at Respondent Palace's facility goods valued in excess of \$5,000 directly from points outside the State of Nevada.

(k) In conducting its operations during the 12-month period ending January 3, 2020, Respondent Palace derived gross revenues in excess of \$500,000.

(l) At all material times, Respondent Palace has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. (a) About January 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent Red Rock's facility:

(1) threatened its employees with loss of benefits because they supported the Union and engaged in concerted activities;

(2) directed employees they could not bring concerns about their supervisors or their schedules to Human Resources; and

(3) threatened its employees with unspecified reprisals if they violated the directive set forth above in paragraph 5(a)(2).

(b) About September 19, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent Red Rock's facility, by telling Respondent Red Rock's employees that Respondent Boulder and Respondent Palace had been negotiating for three and a half years and employees of Respondent Boulder and Respondent Palace had no contract, have not gotten what they were promised and have nothing, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative.

(c) About September 19, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent Red Rock's facility, promised employees better benefits, compensation and improved terms and conditions of employment if the employees rejected the Union as their collective-bargaining representative.

(d) About September 20, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) at Respondent Red Rock's facility, by telling Respondent Red Rock's employees that Respondent Boulder and Respondent Palace had been negotiating for three and a half years and employees of Respondent Boulder and Respondent Palace had no contract, have not gotten what they were

promised and have nothing, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative.

(e) About September 20, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees better benefits, compensation and improved terms and conditions of employment if the employees rejected the Union as their collective-bargaining representative.

(f) About the end of September 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C) at the Respondent Red Rock's facility:

(1) interrogated Respondent Red Rock's employees about their union membership, activities, and sympathies and the union membership, activities, and sympathies of other employees;

(2) by soliciting employee complaints and grievances, promised Respondent Red Rock's employees increased benefits and improved terms and conditions of employment to discourage them from supporting the Union; and

(3) threatened Respondent Red Rock's employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(g) About November 25, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(h) From at least about mid-November 2019 until about mid-December 2019, more precise dates not being known to the General Counsel, Respondents used images of their respective employees as part of their messaging during a union organizing

campaign, by placing images of their respective employees on the Web site www.myscfacts.com without the employees' consent and without a disclaimer stating that the Web site does not reflect the views of the employees appearing therein.

(i) About early December 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, threatened its employees they would receive lower wages if they selected the Union as their collective-bargaining representative.

(j) About December 10, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage employees from supporting the Union:

- (1) leadership classes for supervisors, managers and employees;
- (2) elimination of the time clock audit and discipline program called TCCA;
- (3) employee recognition programs;
- (4) revised hiring practices;
- (5) tiers for health benefits payments based on salary;
- (6) no more HMO deductibles;
- (7) free employee healthcare;
- (8) free healthcare for employees' spouses;
- (9) free healthcare for employees' children;
- (10) free healthcare for employees' families;

(11) an employee medical center constructed at Respondent Red Rock's facility for employees and their families;

(12) free medical provider visits with no out of pocket costs;

(13) free generic drugs;

(14) an on-site physician at Respondent Red Rock's facility;

(15) free medical lab work;

(16) fast, 24 to 48 hour medical appointments;

(17) paid retirement plans;

(18) a 401(k) account funded for employees after one year of employment starting January 1, 2020;

(19) \$0.50 per-hour contributions by Respondent Red Rock to employees' 401(k) accounts for employees who had between 1 and 24 years of employment with Respondent Red Rock;

(20) \$1.00 per-hour contributions by Respondent Red Rock to employees' 401(k) accounts for employees who had 25 years of employment with Respondent Red Rock or greater; and

(21) new training programs.

(k) About mid-December 2019, a more precise date not being known to the General Counsel, Respondent, by mailing its 2020 Focus on the Family pamphlet to employees, promised and/or granted employees increased benefits and improved terms and conditions of employment to discourage employees from supporting the Union:

(l) About December 13, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) threatened employees they would receive lower wages if they selected the Union as their collective-bargaining representative; and

(2) threatened employees with loss of benefits if they selected the Union as their collective bargaining representative.

(m) About December 13, 2019, Respondent Red Rock, by an unnamed agent from its Human Resources Department, at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage employees from supporting the Union:

(1) free medical insurance for on-call and part-time employees;

(2) free money entered into employee 401(k) accounts, with deposits beginning the first quarter of 2021;

(3) a Fertitta Medical Center;

(4) free copays at the Fertitta Medical Center;

(5) free deductibles at the Fertitta Medical Center;

(6) around 50 generic drugs free for employees at the Fertitta Medical Center;

(7) free referrals to specialists at the Fertitta Medical Center; and

(8) appointments at the Fertitta Medical Center within 24 to 48 hours.

(n) About December 13, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), at Respondent Red Rock's facility, handed out flyers announcing, promising and/or granting employees increased benefits and improved terms and conditions of employment to discourage employees from supporting the Union.

(o) About December 13, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees that the 401(k) benefits described above in paragraphs 5(j)(18) through 5(j)(20) would be retroactive to the start of their employment with Respondent Red Rock to discourage employees from supporting the Union.

(p) About December 14, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees that the open enrollment period for increased health benefits described above in paragraphs 5(j)(5) through 5(j)(10) would be extended until December 21, 2019 to discourage employees from supporting the Union.

(q) About December 14, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) interrogated its employees about their union membership, activities, and sympathies and the union membership, activities and sympathies of other employees; and

(2) by soliciting employee complaints and grievances, promised Respondent Red Rock's employees increased benefits and improved terms and conditions of employment to discourage them from supporting the Union.

(r) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees that the open enrollment period for increased health benefits described above in paragraphs 5(j)(5) through 5(j)(10) would be extended until the end of the month, to discourage employees from supporting the Union.

(s) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage its employees from supporting the Union:

- (A) there would be no more deductible in their HMO healthcare plan;
- (B) its employees could add their family members to the healthcare plan for free;
- (C) Respondent Red Rock would build 3 medical centers for employees, including a medical center at Respondent Red Rock's facility;
- (D) its employees would have free doctor visits;
- (E) its employees would receive free lab work;
- (F) its employees would have access to free generic drugs;
- (G) its employees would be able to obtain visits with doctors within 48 hours;
- (H) its employees would receive a retirement plan paid by Respondent Red Rock; and
- (I) both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) would put Respondent Red Rock's promises in writing and sign them for employees.

(2) by telling Respondent Red Rock's employees the following, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative:

(A) the Union had promised free healthcare, free medical centers and free retirement plans to employees of Respondent Boulder and Respondent Palace for 3 years, but Respondent Red Rock granted those benefits less than 3 months;

(B) after over 3 years of bargaining between the Union and Respondent Boulder and Respondent Palace, bargaining was going nowhere;

(C) there is no legal requirement to make a deal with the Union;

(D) the Government does not require Respondent Red Rock to reach an agreement with the Union ever;

(E) why would Respondent Red Rock's employees want to pay \$600 a year in dues for increased benefits and improved terms and conditions of employment if Respondent Red Rock already gave those things to its employees in less than 3 months;

(F) if its employees selected the Union, the Union would have to bargain for what Respondent Red Rock's employees already have;

(G) why risk it with Union promises when Respondent Red Rock's employees already have the most important things;

(H) Respondent Red Rock has the control, not the Union;

(I) the Union can't come in and tell Respondent Red Rock what to do;

(J) the benefits Respondent Red Rock announced, promised and/or granted to Respondent Red Rock's employees could not be implemented for

employees of Respondent Boulder and Respondent Palace without discussing it with the Union;
and

(K) it had been 1,110 days and counting since the Union promised employees of Respondent Boulder and Respondent Palace medical insurance and a pension plan; and

(3) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(t) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) at Respondent Red Rock's facility;

(1) by telling its employees the following, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative:

(A) Respondent Boulder and Respondent Palace had been negotiating with the Union for 3.5 years and/or 1,100 days, and employees of Respondent Boulder and Respondent Palace had no contract;

(B) Respondent Boulder and Respondent Palace had been negotiating with the Union for 3.5 years, and employees of Respondent Boulder and Respondent Palace had no Union healthcare;

(C) Respondent Boulder and Respondent Palace had been negotiating with the Union for 3.5 years, and employees of Respondent Boulder and Respondent Palace had no Union pension;

(D) 3 years after the Board elections for employees of Respondent Boulder and Respondent Palace, employees of Respondent Boulder and Respondent Palace had nothing;

(E) Respondent Red Rock announced the increased benefits and improved terms and conditions of employment described above in paragraph 5(j)(5) through 5(j)(10) within the last 3 months;

(F) in 3 years, Respondent Boulder and Respondent Palace had only agreed to 4 bargaining items out of 189, and 2 of the items were about Union dues;

(G) the benefits promised to Respondent Red Rock's employees could not be promised to the employees of Respondent Boulder and Respondent Palace because the employees at Respondent Boulder and Respondent Palace had each selected the Union as their collective-bargaining representative;

(H) why would employees want to pay \$600 a year in dues for something they are already going to get for free; and

(I) the Union would not sign anything promising increased benefits and improved terms and conditions of employment because the Union cannot give employees anything;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative;

(3) threatened its employees that a strike was inevitable if they selected the Union as their collective-bargaining representative;

(4) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage its employees from supporting the Union:

(A) an extended open enrollment period to January 31, 2020, for Respondent Red Rock's healthcare plan;

(B) HMO deductible reduced from \$500 to \$0;

(C) free healthcare plans for employees, their spouses and their children;

(D) employee medical center at Respondent Red Rock's facility;

(E) medical appointments within 24 to 48 hours;

(F) free lab work;

(G) free generic drugs; and

(H) a Respondent Red Rock paid retirement plan for employees;

(5) threatened its employees with permanent replacement in the event of a strike if they selected the Union as their collective-bargaining representative; and

(6) promised its employees increased benefits and improved terms and conditions of employment by telling its employee they would continue seeing Respondent Red Rock's progress if they did not select the Union as their collective-bargaining representative.

(u) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, threatened employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(v) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) at Respondent Red Rock's facility:

(1) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage employees from supporting the Union:

- (A) new training programs;
- (B) new direct hire programs;
- (C) hiring better and faster;
- (D) new employee recognition programs;
- (E) free deductible for the entire HMO program;
- (F) ability for employees to add spouses to the free HMO program;
- (G) ability for employees to add a child, children and/or their entire families to the HMO program for free;
- (H) open enrollment for Respondent Red Rock's healthcare plans was extended until the end of January 2020;
- (I) 3 medical centers for its employees, including an on-site medical center at Respondent Red Rock's facility;
- (K) free doctor's visits for employees when the medical center opened;

(L) free generic drugs for employees;
(M) free lab work for employees;
(N) doctor's appointments within 24 to 48 hours;
(O) free doctor visits even if employees go to the
medical center every day; and

(P) a Respondent Red Rock paid retirement plan;
(2) by telling its employees the following, informed its
employees that it would be futile for them to select the Union as their collective-bargaining
representative:

(A) employees would receive all the benefits listed
above in paragraph 5(v)(1) without paying \$600 a year in dues;

(B) bargaining means Respondent Red Rock does not
have to agree to give things;

(C) the law of bargaining means Respondent Red Rock
never has to agree ever;

(D) Respondent Red Rock and the Union would not be
compelled to reach an agreement or make a concession, ever;

(E) the only way the Union can get what it wants is if
Respondent Red Rock agrees; and

(F) it had been 3.5 years since employees of
Respondent Boulder and Respondent Palace selected the Union as their collective-bargaining
representative; and

(3) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(w) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) at Respondent Red Rock's facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative:

(A) Respondent Boulder and Respondent Palace had been negotiating with the Union for three and a half years and employees of Respondent Boulder and Respondent Palace have gotten nothing from the Union;

(B) employees of Respondent Boulder and Respondent Palace have gone 1,110 days without a contract after selecting the Union as their collective-bargaining representative;

(C) employees of Respondent Boulder and Respondent Palace do not have the Union healthcare promised to them over 3 years ago; and

(D) employees of Respondent Boulder and Respondent Palace do not have any Union pension plan;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative;

(3) threatened its employees with permanent replacement in the event of a strike if they selected the Union as their collective-bargaining representative; and

(4) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, to discourage employees from supporting the Union.

(x) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) threatened employees with loss of the relationship between employees and supervisors if employees selected the Union as their collective-bargaining representative;

(2) threatened employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised employees better benefits and improved terms and conditions of employment if they did not select the Union as their collective-bargaining representative.

(y) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C) at Respondent Red Rock's facility:

(1) threatened employees with a loss of the relationship between employees and supervisors if employees selected the Union as their collective-bargaining representative; and

(2) threatened employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(z) About December 17, 2019, Respondent Red Rock, by serving its employees Vote No! steaks in its Team Dining Room (TDR) at Respondent Red Rock's facility:

(1) promised its employees that benefits would increase and terms and conditions of employment would improve if its employees did not select the Union as their collective-bargaining representative; and

(2) granted employees increased benefits and improved terms and conditions of employment.

(aa) About December 16 and 17, 2019, Respondent Red Rock, in writing by Power Point Presentation to its employees at Respondent Red Rock's facility:

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with permanent replacement in the event of a strike if they selected the Union as their collective-bargaining representative;

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if its employees did not select the Union as their collective-bargaining representative; and

(4) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(bb) Starting about mid-November 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out, or otherwise displaying its flyers titled "IS UNIONIZING WORTH THE RISK???",

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(cc) Starting about mid-November 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out, or otherwise displaying its flyers titled "LOCAL 226 PROMISES VS. TRACK RECORD":

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(dd) About mid-December 2019, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out or otherwise displaying its flyers titled "TOP TEN REASONS TO VOTE NO ON THURSDAY/FRIDAY":

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(ee) About mid-December 2019, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out or otherwise displaying its flyers titled "BIG FAT UNION LIE":

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(ff) About mid-December 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, promulgated, and since then has maintained, a rule interfering with employees' rights to engage in solicitation or talk about the Union during their non-working time.

(gg) About January 1, 2020, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including by telling employees that Respondent Red Rock had started tracking employees' hours and that contributions to Respondent Red Rock's retirement plan would begin in the 1st Quarter of 2021, to discourage its employees from supporting the Union.

(hh) About January 1, 2020, Respondent Red Rock, at Respondent Red Rock's facility, granted employees increased benefits and terms and conditions of employment, including the following, to discourage its employees from supporting the Union:

- (1) a lowered HMO deductible from \$500 to \$0; and
- (2) free healthcare plans for employees, their spouses and their children.

(ii) About January or February 2020, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, by posting or otherwise displaying its flyers titled "CAUTION AREA UNDER CONSTRUCTION STATION CASINOS MEDICAL CENTER," promised its employees that benefits would increase and terms and conditions of employment would improve to discourage its employees from supporting the Union.

(jj) About late February 2020 or early March 2020, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including by telling employees that Respondent Red Rock had started the process of hiring doctors for its medical center, to discourage its employees from supporting the Union.

(kk) About February 2020, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, granted employees increased benefits and improved terms and conditions of employment, including by eliminating its time clock audit and discipline program, TCCA, and making it so that accrued disciplines

under TCCA would not be used for future discipline, to discourage its employees from supporting the Union.

6. (a) About (b) (6), (b) (7)(C) 2019, a more precise date not being known to the General Counsel, Respondent Red Rock changed the schedule of its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

(b) About (b) (6), (b) (7)(C), 2019, Respondent Red Rock reduced the seniority of its employee (b) (6), (b) (7)(C).

(c) About (b) (6), (b) (7)(C), 2019, Respondent Red Rock issued its employee (b) (6), (b) (7)(C) a written warning.

(d) About (b) (6), (b) (7)(C) 2019, Respondent Red Rock imposed onerous and rigorous terms and conditions of employment on its employee, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)), by assigning (b) (6), (b) (7)(C) to more arduous and less agreeable light duty assignments.

(e) About (b) (6), (b) (7)(C), 2019, Respondent Red Rock issued its employee (b) (6), (b) (7)(C) a final written warning.

(f) About June 4, 2020, and continuing thereafter, Respondent Red Rock refused to recall the employees named below:

(1) (b) (6), (b) (7)(C); and

(2) (b) (6), (b) (7)(C).

(g) Respondent Red Rock engaged in the conduct described above in paragraphs 6(a) through 6(c) and 6(e) because (b) (6), (b) (7)(C) joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(h) Respondent Red Rock engaged in the conduct described above in paragraphs 6(a) through 6(c) and 6(e) because (b) (6), (b) (7)(C) violated the rule or directive described above in paragraph 5(a)(2), by engaging in protected concerted activities and/or engaging in conduct that implicates the concerns underlying Section 7 of the Act.

(i) Respondent Red Rock engaged in the conduct described above in paragraph 6(d) because (b) (6), (b) (7)(C) joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(j) Respondent Red Rock engaged in the conduct described above in paragraph 6(f) because the named employees of Respondent Red Rock listed in paragraph 6(f) joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. (a) The following employees of Respondent Red Rock (the Red Rock Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time assistant food servers, bakers (I, II, III), banquet bartenders, banquet porters, banquets setup, bar porters, bartenders, bell persons, bell starters, beverage porters, beverage servers, beverage (Race/Sports), banquet servers, bus persons/bussers, cake decorators (I, II), captains, coffee breakers, concession workers, cooks, cook's helpers, counter attendants, food servers, gourmet hostperson/cashiers, host/cashiers, housekeeping utility porters, ice cream concession workers, kitchen runners, kitchen workers, lead banquet porters, lead counter attendants, lead servers, mini bar attendants, pantry, porters, resort guest room attendants, resort housepersons, resort suite guest room attendants, resort steakhouse cooks, room runners, room service captains, runners, service bartenders, specialty cooks, servers, sprinters, status board, stove persons, team member dining room (TDR) attendants, turndown guest room attendants, utility porters, VIP attendants, VIP bartenders, and VIP lounge attendants employed by the Employer at its facility located at 11011 West Charleston Boulevard, Las Vegas, Nevada;

excluding all other employees, front desk employees, valet parkers, retail cashier/clerks, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(b) Around October 11, 2019, a majority of the Red Rock Unit designated the Union as their exclusive collective-bargaining representative.

(c) Around November 22, 2019, the Union, by filing the petition in Case 28-RC-252280, requested that Respondent Red Rock recognize it as the exclusive collective-bargaining representative of the Red Rock Unit.

(d) The serious and substantial unfair labor practice conduct described above in paragraphs 5 and 6 is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(e) The allegations described above in paragraph 7(d) requesting the issuance of a bargaining order are supported by, among other things:

(1) (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) responsible for the conduct described above in paragraphs 5(b), 5(d), 5(j), 5(t) and 5(w), and present for the conduct described above in paragraphs 5(c), 5(e), 5(s) and 5(v);

(2) (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) responsible for the conduct described above in paragraphs 5(c), 5(e), 5(s) and 5(v), and present for the conduct described above in paragraphs 5(b), 5(d), 5(j), 5(t) and 5(w);

(3) the conduct described above in paragraphs 5 and 6 has not been retracted;

(4) there are approximately 1,337 employees in the Red Rock Unit described above in paragraph 6(a);

(5) the conduct described above in paragraphs 5(b), 5(c), 5(d), 5(e), 5(h), 5(j), 5(k), 5(s), 5(t), 5(u), 5(v), 5(w), 5(aa) through 5(ff), and 5(hh) through 5(kk) was directed at a majority of Red Rock Unit employees;

(6) all of the Red Rock Unit employees learned or were likely to learn of the conduct described above in paragraphs 5(b), 5(c), 5(d), 5(e), 5(h), 5(j), 5(k), 5(s), 5(t), 5(u), 5(v), 5(w), 5(aa) through 5(ff), and 5(hh) through 5(kk);

(7) the conduct described above in paragraphs 5(b), 5(c), 5(d), 5(e), 5(h), 5(j), 5(k), 5(s), 5(t), 5(u), 5(v), 5(w), 5(aa) through 5(ff), and 5(hh) through 5(kk) followed immediately on the heels of Respondent Red Rock's knowledge the Union had turned its organizing efforts toward Respondent Red Rock;

(8) the conduct described above in paragraphs 5 and 6 directly impacted the Union's support among a majority of Red Rock Unit employees;

(9) there is a substantial likelihood of recidivism on Respondent Red Rock's part, given that Station Casinos, LLC operates as a single employer with Respondent Red Rock, and given Station Casinos, LLC has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities and in Board decisions including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012).

(f) At all times since about October 11, 2019, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Red Rock Unit.

(g) About March 27, 2020, Respondent Red Rock suspended matching contributions on deferrals to the Station Casinos LLC & Affiliates 401(k) Retirement Plan.

(h) About June 4, 2020, Respondent Red Rock terminated table assignment agreements.

(i) The subjects set forth above in paragraphs 7(g) and (h) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(j) Respondent Red Rock engaged in the conduct described above in paragraphs 7(g) and 7(h) without prior notice to the Union, without affording the Union an opportunity to bargain with Respondent Red Rock with respect to this conduct and/or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a collective bargaining agreement.

(k) Since about August 6, 2020, Respondent Red Rock has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Red Rock Unit.

8. By the conduct described above in paragraphs 5(a) through 5(g), and 5(i) through 5(kk), Respondent Red Rock has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

9. By the conduct described above in paragraph 5(h), Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraph 6, Respondent Red Rock has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. By the conduct described above in paragraph 7, Respondent Red Rock has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

12. The unfair labor practice of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for Respondent Red Rock's unfair labor practices alleged above in paragraphs 5 through 7, the General Counsel seeks an Order requiring Respondent Red Rock to post notices to employees in English and Spanish.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 7, the General Counsel also seeks an Order requiring that Respondent Red Rock post a notice of explanation of rights in English and Spanish.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 7, the General Counsel also seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent Red Rock's representatives (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) read the notice to employees in English and in Spanish on work time in the presence of a Board agent and a representative of the Union, and then have a Board agent read the notice of explanation of rights in English and Spanish in the presence of Respondent Red Rock's supervisors and agents identified above in paragraphs 5 through 7 and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that, at a meeting or meetings scheduled

to ensure the widest possible attendance, Respondent Red Rock promptly have a Board agent read the notice to employees and notice of explanation of rights in English and Spanish during work time in the presence of Respondent Red Rock's supervisors and agents identified above in paragraphs 5 and 6 and a representative of the Union.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the fourth consolidated complaint. The answer must be **received by this office on or before October 22, 2020, or postmarked on or before October 21, 2020.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document

containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the fourth consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. on **October 27, 2020**, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this third consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 8th day of October 2020.

/s/ Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.